



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 20, 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

May 13, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Ron Foster for a waiver of the Noise Ordinance at Sage Park on June 7, 2025, from 12:00 p.m. - 6:00 p.m. (District 1).

Request of Leo Ferriera for a waiver of the Noise Ordinance at 12 N. Jackson Street on October 10, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

Request of Leo Ferriera for a waiver of the Noise Ordinance at 12 N. Jackson Street on November 14, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

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

Request of Antonio Franks for a waiver of the Noise Ordinance at 857 S. Scott Street on June 21, 2025, from 11:00 a.m. - 10:00 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1267 Congress Street; \$2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 5661 Hunter Street; \$2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1901 Bishop Avenue; \$447,558.65 (District 2).

Public hearing to fix costs for demolition of the structure at 1954 Bishop Avenue; \$89,671.70 (District 2).

Public hearing to fix costs for demolition of the structure at 1900 Franklin Drive, E.; \$143,354.75 (District 2).

Public hearing to fix costs for demolition of the structure at 1906 Franklin Drive, E.; \$322,298.25 (District 2).

Public hearing to consider the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue (District 1).

Public hearing to consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue; \$65,291.40 (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Garret Smith - provide business owner feedback on MPD and public safety matters.

Robert Clopton - provide information about Project Wear Orange to stop gun violence on June 6, 2025.

Reggie Hill - fitness for duty, housing, FY26 budget, public safety, and economic development.

12. ORDINANCES HELD OVER

64-020 Consider the rezoning of property located at 2415 Saint Stephens Road from R-1 to B-2 (sponsored by Councilmember Penn).

13. CONSENT RESOLUTIONS HELD OVER

40-478 Declare the structure at 2202 Stevens Court a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-479 Declare the structure at 612 Bizzell Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-481 Declare the structure at 3616 Kent Road a public nuisance and order it demolished (sponsored by Councilmember Small).

14. RESOLUTIONS HELD OVER

08-697 Approve purchase order to McSweeney Auto Group Clanton, LLC for Chevrolet Passenger Vans for Motor Pool; \$86,424.90 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-698 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Pickup Trucks for MPRD; \$121,365.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-699 Amend FY25 General Fund and Capital Budgets (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

09-700 Transfer funds from Capital Improvement Fund to Capital Project Gulf Coast Exploreum Misc Repairs; \$1,000,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

13-701 Authorize Change Order No. 2 with Robert J. Baggett, Inc. for the Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement; \$784,912.74 increase (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure

& Engineering & Jennifer Greene, Program & Project Mgmt.).

21-702 Authorize Contract with Geotechnical Engineering Testing, Inc. for Civic Center New Construction & Demo \$858,798.50 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

21-703 Authorize Contract with McElhenney Construction Co. LLC for 2025 Bridge Maintenance; \$697,744.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-704 Authorize Contract with Michael Baker International, Inc. for U.S. Hwy 45 Streetscape Improvements; \$299,995.63 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-707 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Flying Biscuit Cafe; 4356 Old Shell Road (sponsored by Councilmember Carroll).

37-708 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Monroes; 1455 Monroe Street (sponsored by Councilmember Carroll).

37-709 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Southern Bama Bait and Tackle; 4012 Dauphin Island Parkway (sponsored by Councilmember Small).

37-710 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package) License to Maddogs Party Shop; 4055 Cottage Hill Road (sponsored by Councilmember Reynolds).

37-711 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to Quick Stop; 5318 Overlook Road (sponsored by Councilmember Gregory).

40-712 Fix costs for demolition of the structure at 1267 Congress Street (sponsored by Councilmember Carroll).

40-713 Fix costs for demolition of the structure at 5661 Hunter Street (sponsored by Councilmember Carroll).

40-714 Fix costs for demolition of the structure at 1901 Bishop Avenue (sponsored by Councilmember Carroll).

40-715 Fix costs for demolition of the structure at 1954 Bishop Avenue (sponsored by Councilmember Carroll).

40-716 Fix costs for demolition of the structure at 1900 Franklin Drive, E. (sponsored by Councilmember Carroll).

40-717 Fix costs for demolition of the structure at 1906 Franklin Drive, E. (sponsored by Councilmember Carroll).

58-718 Declare weeds noxious, Weed Lien Group 1664.

58-719 Assess costs for removal of weeds, Weed Lien Group 1663.

60-720 Approve award of special bonus to the Firefighter of the Month; Hunter (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-721 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-722 Authorize Contract with McCrory & Williams, Inc. for 2025 Surveying Services Master Agreement; \$50,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, Gregory) (submitted by John Forrester, Engineering Dept.)

08-723 Approve purchase order to Emergency Equipment Professional, Inc. for engine repairs for pumper apparatus for MFRD; \$27,155.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-724 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford transit cargo van for MFRD; \$48,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-725 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F350 supercrew pickup truck for MFRD; \$54,612.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-726 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F350 supercrew pickup truck for MFRD; \$54,612.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-727 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 supercrew pickup truck for MFRD; \$45,756.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-728 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford transit cargo van for MFRD; \$50,830.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-729 Approve purchase order to Sansom Equipment Company Inc. for rear load garbage truck for Sanitation Department; \$167,970.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-730 Approve purchase order to Semoice Technology for bullet surveillance cameras with wall and pole mounts for Public Safety; \$17,020.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-731 Approve purchase order to Sansom Equipment Company, Inc. for two cubic yard rear load garbage trucks for Sanitation Department; \$448,908.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-732 Approve purchase order to Semoice Technology for surveillance cameras with POE media converters for Public Safety; \$39,999.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-733 Approve purchase order to Cat Head Media Inc. for buffet exhibit media research and editing services for Maritime Museum; \$60,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-734 Approve purchase order to Ground Works Distribution for two autonomous mowers for Parks Department; \$85,427.16 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-735 Approve purchase order to Sealmaster Alabama for court repair and paint supplies for Mobile Tennis Center; \$29,362.09 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-736 Approve purchase order to Interface Americas Inc. for floor replacement at Government Plaza, 4th Floor, Southwest Tower; \$59,105.00 (sponsored by Mayor

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

08-737 Approve purchase order to Simplot Partners for fertilizer for Azalea City Golf Course; \$23,817.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-738 Approve purchase order to Sansom Equipment Company Inc. for two side-load garbage trucks for Sanitation Department; \$794,530.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-739 Approve purchase order to Tracer Drone Technologies, LLC for drone with batteries and accessories for MFRD; \$49,106.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-740 Approve purchase order to Viva Voce, LLC for DR2000 drone mountable multi-gas air detector and analyzer for MFRD; \$26,468.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-741 Approve purchase orders to Stivers Ford Lincoln, Inc. for Ford supercrew pickup trucks and crew cab pickup trucks for Parks Department; \$263,418.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-742 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 super crew pickup truck for Sanitation Department; \$44,348.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-743 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford Explorer SUV for MFRD; \$36,714.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-744 Authorize Contract amendment with Three Notch Group f/k/a CDG, Inc. for professional services for Municipal Garage above-ground storage tank; \$20,457.50 (increase) (sponsored by Mayor Stimpson) (submitted by Matthew Anderson, Public Services).

21-745 Authorize Contract with Hughes Companies, Inc. for Langan Lake Dredging and Langan Park Stormwater Improvements; \$15,198,512.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs and Project Mgmt.).

47-746 Consider the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue (sponsored by Councilmember Penn).

47-747 Consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue (sponsored by Councilmember Penn).

17. 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 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: Ron Foster (IPFL)

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 818-522-3771

Organization (if applicable) _____

Mailing Address of Applicant 120 S. Hill St. Griffin, GA 30223

Telephone No. _____ E-mail address indieprofootball.com

Location or address of event where amplification will be used:

Sage Park 2900 Dolphin St. Field C Mobile, AL 36607

Date of Event: 6/7/25 Starting Time: 12P Ending Time 6P

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

Type of Event: Sports Training Camp

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

Music containing obscene language or profanity is prohibited

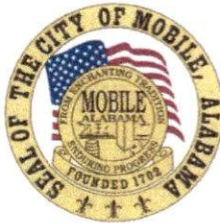
Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

WE, MAY 14, AM 8:02 RCVD

D1



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Leo Ferreira
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Love and Adventure Studios LLC

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

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

Location or address of event where amplification will be used:

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

Date of Event: 10/10/25 Starting Time: 5p Ending Time 9p

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

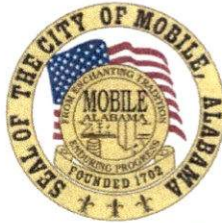
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Name of Applicant: Leo Ferriera
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Love and Adventure Studios LLC

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

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

Location or address of event where amplification will be used:

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

Date of Event: 11/14/25 Starting Time: 5pm Ending Time 9pm

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

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AA



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Name of Applicant: Leo Ferriera
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Love and Adventure Studios LLC

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

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

Location or address of event where amplification will be used:

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

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

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

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Handwritten signature



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

Name of Applicant: Antonio Franks
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 487-5851

Organization (if applicable) _____

Mailing Address of Applicant 857 South Scott St

Telephone No (251) 487-5851 E-mail address franks11uv@gmail.com

Location or address of event where amplification will be used:

857 South Scott St

Date of Event: 6-21-25 Starting Time: 11:00am Ending Time 10:00pm

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

Type of Event: Down The Bay Block Party

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

CITY CLERK'S OFFICE

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MOBILE, AL

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TU, MAY 13, AM 8:08 RCUP

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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 TO CONSIDER VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

WHEREAS, Graf Dairy, LLC and AltaPoint Health Systems, Inc., as the abutting property owners of the following described service road and right of way situated in the City of Mobile, have requested the Mobile City Council to assent to the vacation and closing by them as the abutting property owners of the service road and right of way hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that Graf Dairy, LLC and AltaPoint Health Systems, Inc. own all of the property abutting along said service road and right of way, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said abutting property owners have consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to Graf Dairy, LLC and AltaPoint Health Systems, Inc., the abutting property owners, to the vacation and closing by them of the following described service road and right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2020, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By: _____
Its President

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2020.

Mobile City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD AND RIGHT OF WAY VACATION
LOCATED MOBILE, ALABAMA:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43"W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO VACATION OF SERVICE ROAD RIGHT OF WAY
LOCATED AT SOUTHEAST CORNER OF SAGE AVENUE
AND DAUPHIN STREET
IN THE CITY OF MOBILE, ALABAMA**

Come now **Graf Dairy, LLC and AltaPointe Health Systems, Inc.**, as signers of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petition the Mobile City Council to assent to the vacation and closing by such signers as the owners to the following described service road right of way situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioners submit herewith an executed copy of the Declaration of Vacation, and respectfully pray that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioners herein say and show that said property herein described is a right of way, that your Petitioners are the owners of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GRAF DAIRY, LLC

By:

EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.

Doug L. Robinson
NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By: _____

J. TUEK SCHLESINGER

Its CEO

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.

Jan Pendergast Delfany
NOTARY PUBLIC

My Commission Expires: 2/5/23

EXHIBIT A

LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
SERVICE ROAD RIGHT OF WAY LOCATED AT
SOUTHEAST CORNER OF SAGE AVE. AND DAUPHIN ST.
IN THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, **Graf Dairy, LLC and AltaPointe Health Systems, Inc.**, are the owners of all of the land abutting the following described service road right of way located in the City of Mobile, Alabama;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said parties have requested the City of Mobile, Alabama to assent to the vacation and closing by them as the abutting property owners to said service road right of way located at the southeast corner of Sage Ave. and Dauphin St., in Mobile, Alabama; and

WHEREAS, the vacation of said service road right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowners request that the said service road right of way which abuts their property be closed and vacated; and

WHEREAS, said parties as the abutting landowners consent to this vacation; and

WHEREAS, said right of way to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owners of the lands abutting said right of way, hereby declare said right of way to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Mobile Gas Service Corporation to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 15' sanitary sewer easement within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the ____ day of _____, 2020.

GRAF DAIRY, LLC

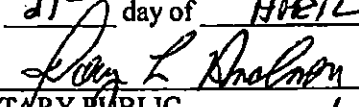
By:


EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.


NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By: _____

J. TUEK SCHLESINGER

Its _____

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 2/5/23

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

September 17, 2020

CITY CLERK'S OFFICE

MOBILE, AL

VIA HAND DELIVERY

TU, APR 1, PM2:04 RCVD

Mary Ann Merchant
City Clerk's Office
9th Floor – Government Plaza
Mobile, Alabama

Re: Graf Dairy, LLC Vacation

Dear Ms. Merchant:

I am enclosing copies of fully a executed Petition and Declaration for the vacation of an unopened right of way on the Graf Dairy property, located at the corner of Dauphin Street and Sage Avenue. The consents of all utility companies are also attached.

Further, I am enclosing a copy of a letter the Graf's attorney previously sent when we started the vacation process. It sets forth the acreage and assessed value. We would again request that the City not charge us for this vacation, since we dedicated this property in 2007 for a specific development which did not take place. Thus, the service road right of way was never opened.

Thank you for your assistance in processing this to the City Council, and please do not hesitate to contact me should you have any questions.

Sincerely,

BEN TOM ROBERTS

Email: btroberts@robertsbrotherscpm.com

Phone: (251) 342-8000

November 7, 2019

Burr-Forman LLP
Attn.: Douglas Anderson
RSA Tower Suite 22200
11 North Water St.
Mobile, Alabama 36602



Re: Vacation of service road right of way/ Graf Dairy Property Southeast corner of Sage Avenue and Dauphin Street.

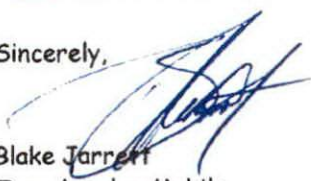
Dear Mr. Anderson,

Reference is made to your letter of November 6, 2019 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced parcels, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,



Blake Jarrett
Team Leader-Mobile
Corporate Real Estate

Enclosures



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

September 2, 2020

Douglas L. Anderson
Burr & Forman, LLC
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

**Re: Vacation of Service Road Right of Way/Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Vacation: 40 foot Right of Way which was platted for a service road pursuant to a PUD

Dear Mr. Anderson,

In response to Graf Dairy's letter dated November 6, 2019 relative to the above referenced vacation of the 40 foot right of way which was platted for a service road pursuant to a Planned Unit Development that was proposed at the time, which the owner now desires to vacate the subject right of way.

Please be advised that Spire Gulf, Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

A handwritten signature in black ink that reads "Jeff Wilcox". The signature is written in a cursive, flowing style.

Jeff Wilcox
Right of Way Area Manager, Alabama
Spire Alabama Inc.

TJF:LW
cc: Douglas L. Anderson



December 3, 2019

Mr. Douglas L. Anderson
Burr Forman, LLC
11 N Water Street
RSA Tower, Suite 22200
Mobile, Alabama 36602

RE: Request to Vacate Dauphin Street Service Road Right-of-Way/Graf Dairy
Property MB119 PG77, Section 19, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

A handwritten signature in blue ink that reads "Daryl B. Russell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

.....

3248 Springhill Ave
Mobile, AL 36607
251-665-6606 Office
251-295-5334 Cell



August 19, 2020,

Douglas L. Anderson
11 North Water Street
Mobile, AL 36602

Mr. Anderson:

In response to your letter dated November 6, 2020 Concerning the vacation of Service Road Right of Way/ Graft Dairy Property Southeast Corner of Sage Avenue and Dauphin St. Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

August 19, 2020

Donnie Little
Construction Specialist II

Cc: Easements File

.....



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

August 24, 2020

Douglas Anderson
Burr Forman
11 North Water Street, Suite 22200
Mobile, Alabama 36602

Dear Mr. Anderson,

This letter is written in response to your letter of November 6, 2019 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of November 6, 2019. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

BURR • FORMAN LLP
results matter

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 10, 2020

VIA HAND DELIVERY

Mary Ann Merchant
City Clerk's Office
9th Floor - Government Plaza
Mobile, Alabama

**Re: Vacation of Service Road Right of Way / Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Dear Mary Ann:

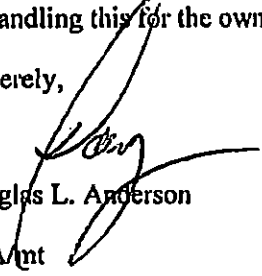
I represent Graf Dairy, LLC who, along with AltaPointe Health Systems, are the sole owners of the above referenced property. My client desires to vacate the Service Road Right of Way as shown on the enclosed Petition, Declaration and plat. Can you please pass this request on to the various City departments to get their approval?

The current assessment of the abutting property is as follows:

The abutting property is assessed at \$77,000 per acre, and the subject right of way is .33 of an acre, resulting in the assessed value of the right of way being \$25,410.00. However, this right of way has never really been owned by the City, but has been owned for decades by the Graf family. The subject right of way was required to be placed on a plat in 2007 for a proposed service road on a proposed development, but that development never took place.

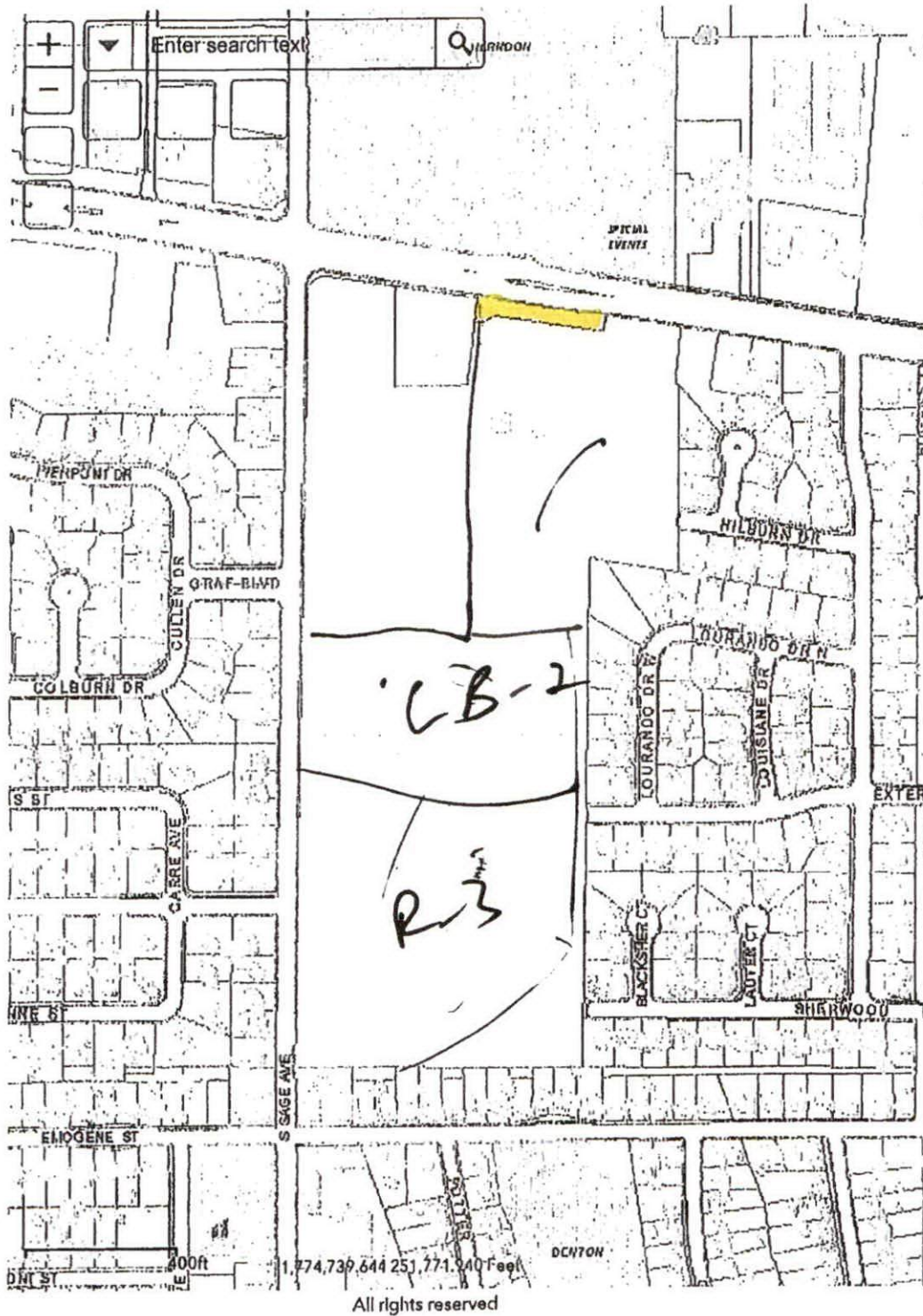
Thank you for your assistance in this matter. Of course, should you have any questions, or need any additional information, please do not hesitate to call me. BT Roberts of Roberts Brothers will be handling this for the owners going forward.

Sincerely,


Douglas L. Anderson

DLA/mt

City Of Mobile GIS / City of Mobile Home

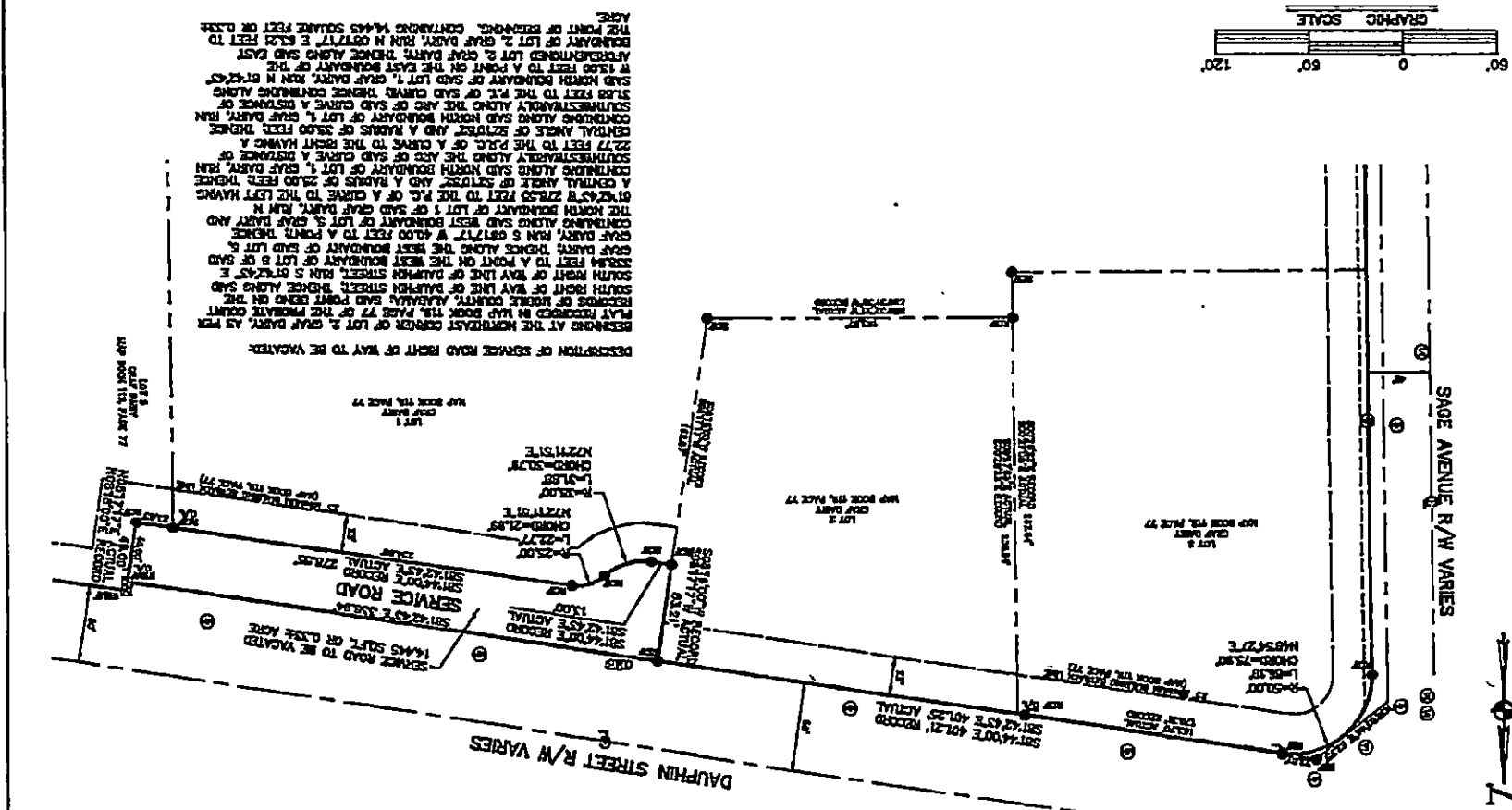
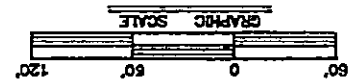


McCrory Williams
 ENGINEERS SURVEYORS
 3007 INTERNATIONAL DRIVE, SUITE C
 MOBILE, ALABAMA 36688
 PHONE: (251) 478-0720
 FAX: (251) 478-0721

JOB NO.
 02115-2001

SCALE: 1"=50'
 DATE: MAR. 5, 2015
 DRAWN BY: LMD
 APPROVED BY: LMD
 SHEET 1 OF 1

SECTION 19, T4S-R17E, MOBILE COUNTY, ALABAMA
SKETCH MAP OF SERVICE ROAD
SHOWN ON GRAF DARY FOR VACATION



DESCRIPTION OF SERVICE ROAD RIGHT OF WAY TO BE VACATED:
 BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DARY, AS PER
 PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PUBLIC
 RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE
 SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, THENCE ALONG SAID
 SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 87°45' E
 33.54 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 5;
 GRAF DARY, THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5,
 CONTAINING SAID WEST BOUNDARY OF LOT 5, GRAF DARY, RUN N
 61°42'37" E 45.00 FEET TO A POINT, THENCE
 CONTAINING SAID NORTH BOUNDARY OF LOT 4, GRAF DARY, RUN
 A CENTRAL ANGLE OF SETBACK AND A RADIUS OF 25.00 FEET, THENCE
 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF
 22.77 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A
 CENTRAL ANGLE OF 52°10'27" AND A RADIUS OF 39.00 FEET, THENCE
 CONTAINING SAID NORTH BOUNDARY OF LOT 1, GRAF DARY, RUN
 31.00 FEET TO THE P.T. OF SAID CURVE, THENCE CONTAINING ALONG
 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF
 17.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE
 SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DARY, RUN N 87°45' E
 15.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE
 AFTERMENTIONED LOT 2, GRAF DARY, THENCE ALONG SAID EAST
 BOUNDARY OF LOT 2, GRAF DARY, RUN N 03°17' E 53.21 FEET TO
 THE POINT OF BEGINNING, CONTAINING 14.45 SQUARE FEET OR 0.33 AC.
 MORE.

DESCRIPTION OF SERVICE ROAD RIGHT OF WAY TO BE VACATED:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY, THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT, THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY, THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING, CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION FEE
AS A CONDITION OF THE VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution to consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located at the corner of Dauphin Street and Sage Avenue, as per Resolution _____ is hereby set at \$65,291.40.

Adopted:

City Clerk

Dauphin/Sage Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2023	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 4000723	\$ 2,819,100.00	470,448	\$5.99
Lot 2, Key No. 849960	\$ 949,300.00	312,761	\$3.04
Totals			\$9.03
	Average		\$ 4.52

\$4.52/ SF AVERAGE x 14,445 SF TO BE VACATED)= \$65,291.40 Real Estate Department Assessment.



Property Details

Account

Key Number: 4000723

Legal Description: LOT 1A GRAF DAIRY SUBDIVISION RESUBDIVISION OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER 2020015611

Parcel Number: 2908191001013002

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: ALTAPOINTE HEALTH SYSTEMS INC

Mailing Address: 5750A SOUTHLAND DR

MOBILE , AL 36693-3316

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$0

Land Value: \$2,819,100

Appraised Value: \$2,819,100

Taxable Value: \$2,819,100

Assessed Value: \$563,820

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	CITY	7.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$0	\$0.00
14	STATE	6.500000	\$0	\$0.00
14	COUNTY	20.500000	\$0	\$0.00
14	DIST SCHOOL	15.500000	\$0	\$0.00
14	FOREST	0.000000	\$0	\$0.00

Total Millage Rate: 63.500000

Property Details

Account

Key Number: 849960

Legal Description: LOTS 1 THROUGH 5 GRAF DAIRY MBK 119 PG 77 LESS & EXCEPT LOT 1A
GRAF DAIRY RESUB OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER
2020015611 ALSO LESS & EXCEPT LOT 1 SRV KO SUBDIVISION UNIT ONE
INSTRUMENT NUMBER 2023000630

Parcel Number: 2908191001013XXX

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: GRAF DAIRY LLC

Mailing Address: 1 MOULTON PLACE

MOBILE , AL 36608-5869

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$152,600

Land Value: \$949,300

Appraised Value: \$1,101,900

Taxable Value: \$1,101,900

Assessed Value: \$220,380

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	COUNTY	20.500000	\$220,380	\$4,517.79
14	STATE	6.500000	\$220,380	\$1,432.47
14	CITY	7.000000	\$220,380	\$1,542.66
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$220,380	\$3,085.32
14	DIST SCHOOL	15.500000	\$220,380	\$3,415.89

Total Millage Rate: 63.500000



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Tue 5/13/2025 8:47 PM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Garrett Smith

Date To Address Council: 2025-05-20

Address: 51 Kenneth St, Mobile, AL 36607

Email: garrett@redbeardsoutfitter.com

Phone: 2514018846

Subject And Specific Questions: Business Owner Feedback on MPD and Public Safety Matters

Pertain To City Business: Public Safety

Signature: Garrett Smith

Signature Verify: X

Agree: X

Date Submitted: 2025-05-13 20:46:38

CITY CLERK'S OFFICE

MOBILE, AL

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

MAY 14, AM 8:02 RCVD



CityofMobile.org: Addressing City Council Submission

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

Date Thu 5/15/2025 9:31 AM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Robert e Clopton

Date To Address Council: 2025-05-27

Address: 2612 Charlotte Oaks Dr.

Email: robertcloptonsr@gmail.com

Phone: 3865893145

Subject And Specific Questions: Project Wear Orange to stop gun violence June 6, 2025.

Pertain To City Business: Decreasing, eliminating and ceasing gun violence pertains to the business of the city.

Signature: Robert E. Clopton Sr.

Signature Verify: X

Agree: X

Date Submitted: 2025-05-15 09:31:06

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



Outlook

FW: 5/20

From Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>

Date Thu 5/15/2025 2:15 PM

To Leverette, Tiereney <tiereney.leverette@cityofmobile.org>

Tiereney,

Please include this request to address the council on Tuesday's (5/20) agenda.

Kindly,

Lisa C. Lambert, CMC

City Clerk

City of Mobile

PO Box 1827

Mobile, AL 36633

(251) 208-7411



From: RJHILL II <rhills4tf@gmail.com>

Sent: Thursday, May 15, 2025 1:58 PM

To: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>

Subject: Fwd: 5/20

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.

----- Forwarded message -----

From: **RJHILL II** <rhills4tf@gmail.com>

Date: Thu, May 15, 2025, 1:56 PM

Subject: 5/20

To: Gauthier, Lana <ana.gauthier@cityofmobile.org>

Madam Asst. City Clerk,

Greetings! This is a formal request to be added to the upcoming Agenda.

I shall address the following :

- * Fitness for duty (64 cameras, etc.)
- * Housing (ARP, MHA)
- * FY26 Budget (Revisit Ordinance Introduction)
- * Public Safety (Performance Contracts, Recommendations)
- * Economic Development (Projected Debt).

See you all Tuesday.

Kindest Regards,

Reginald J. Hill, II - M. Ed.

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 to Consider the Proposed Rezoning
of Property Located at 2415 Saint Stephens Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 8, 2025**, a public hearing will be held on the **13th** day of **May**, 2025, at 10:30 a.m., to consider adoption of an ordinance for consider the proposed rezoning of property located at 2415 Saint Stephens Road from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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 Cory Penn

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 POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District, and it shall hereafter be lawful to construct

on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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 13th day of May, 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 16th day of April, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2415 Saint Stephens Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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 Cory Penn

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 POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the

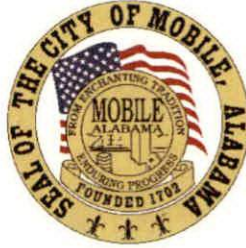
requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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

**Angie Agee
2415 Saint Stephens Road
Council District 1
Cory Penn**



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

March 31, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of **Angie Agee** for a change in zoning from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2415 Saint Stephens Road**.

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

March 21, 2025

Angela Agee
3057 Heather Street
Mobile, Alabama 36607

Re: 2415 Saint Stephens Road
ZON-UDC-003183-2024
Angie Agee
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Neighborhood Business Urban District (B-2).

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined that the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

- A) 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.
- B) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, subject to the following conditions:

- 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003183-2024 2415 Saint Stephens Road
March 21, 2025

The advertising fee for this application is based on the current legal description is **\$356.06**. 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

Angie Agee
2415 Saint Stephens Road
Mobile, AL 36617

Remarks for staff comments:

Engineering:

The right of way will not be disturbed, and everything will remain the same (the physical condition of the land).

Traffic:

The parking for the site is spacious enough for five vehicles in the front and the driveway to the back of the site is for handicap and teacher parking, there is no need for a two-way traffic. The traffic will not be on site all at one time.

Urban Forestry:

Not planning on removing any trees, trees are a very good source of shade.

Fire Department:

The Mobile Fire and Rescue Department in Toulminville is two minutes away from the site,

Planning:

The surveyor James Rodquirez is a professional surveyor and there will be a total of five teachers, the total square footage of the building is 2044, the curve cut is located in the front of the site, the entire front from property line to property line. The parking is more than enough to allow parking in the front of the site and the back of the site. I am not planning on planting any trees on the site. The site has a privacy fence around the back and sides of the property, and on the front left there are hedges with concrete poles that travels to the back to the privacy fence and on the right side there are hedges planted already.

I will do what is needed to obtain the rezoning.

Thanks

Angie Agee
(252) 382-3330
angieagee@yahoo.com



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:	Angela Agee	N/A
Firm:	N/A	N/A
Phone:	(251) 382-3330	N/A
Email:	angelaagee@yahoo.com	N/A
Address:	3057 Heather St. Mobile, AL	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 2023

	Owner	Design Professional
Name:	Angela Agee	
Firm:	N/A	
Phone:	(251) 382-3330	
Email:	angleagee@yahoo.com	
Address:	2415 Saint Stephens Rd., Mobile, AL 36617	

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

2415 Saint Stephens Rd., Mobile, AL 36617	2124 square ft.
Property Address	Property Area (acres or square feet)
290244001548	
Parcel Number(s) or Key Number(s)	
Residential (R-1)	Commercial (B-2)
Present Zoning or Transect District	Proposed Zoning or Transect District (If applicable)

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

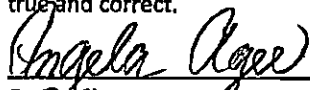
This requirement applies to any of the following applications:

- 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

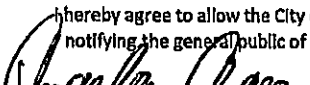
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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.

	<u>2/17/2025</u>
Owner Signature	Date
	<u>2/17/2025</u>
Applicant or Agent Signature (If applicable)	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.

	<u>2/17/2025</u>
Applicant or Agent Signature	Date

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

Revised February 2023



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 2/17/2025

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):

Rezoning

Neighborhood Meeting Date: 2/13/2025

Neighborhood Meeting Time: 6:00 pm

Neighborhood Meeting Location: 2451 St. Stephens Rd.

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 or referenced at the meeting
- ☒ Additional documents (Describe: FLUM, Zoning District Maps
Pictures of the property)

Applicant's Name: Angela Agee
(First Name & Last Name)

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

x Angela Agee Date: 2/17/2025

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.

Page 1 of 1

Notice of Neighborhood Meeting February 4, 2025

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Angela Agee** will be submitting to the Mobile City Planning Commission:

- (1) Zoning change to rezone the property at 2415 Saint Stephens Road from Single-Family Residential Suburban District (R-1) to Neighborhood Business (B-2).

The Neighborhood Meeting will be held at the following time, date, and location:

Date: February 13, 2025

Time: 6:00 pm

**Location: Amity Missionary Baptist Church
2451 Saint Stephens Road
Mobile, AL 36617**

You are receiving this notice because your property is located within 300 feet of **2415 Saint Stephens Road, Mobile, AL. 36617** in compliance with the notification requirements of Article 5 of the Neighborhood Meeting to learn more about the above-reference application, ask questions, and present your views.

Sincerely,

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617
angieagee@yahoo.com

Neighborhood Meeting

Date: 2/13/2025

Time: 6:00 pm

Location of Neighborhood Meeting: _____

2451 St. Stephens Rd.

Project Location: 2415 St. Stephens Rd.

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

Rezoning from R-1 to B-2

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

x Angela Ager Date: 2/13/2025

Please Sign In:

Name: Scuntonia Stokes Email: punk12@gmail.com

Address: 2461 Hawkes St. Phone: (846) 397-3802

Name: Calondria McMillian Email: shantellster1978@gmail.com

Address: 2553 Farnell Dr. Phone: (251) 298-4691

Name: Darrian Jackson Email: DeJackson1@gmail.com

Address: 2000 Morgan Hwy Dr. Phone: (251) 402-0130

Name: Knock-ester Email: jokkie55@gmail.com

Address: 6330 Woodside Dr. N Phone: (251) 405-1314

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
 Application(s): Angela Agee (Reserving)

Name: Tammy Roberts Email: T.Tammy@gmail.com
 Address: 2800 Morgan Fair Dr. Phone: 251 330-9949

Name: Erica Lester Email: EricaLester@gmail.com
 Address: 1710 Myers Rd. 3/4 mile Phone: 251 313-9455

Name: Xavier McMillian Email: thatboyxav@gmail.com
 Address: 2553 Tameel Dr. Phone: 251 376-8196

Name: Tasmine Roberts Email: Tasmine0412@gmail.com
 Address: 1010 Baltimore St Phone: 251 366-0016

Name: Nicole Caulton Email: nicolecaulton@yahoo.com
 Address: 1405 Andrick Rd. Phone: 251 366-1825

Name: Kia Garrett Email: Kiagarrett@gmail.com
 Address: 321 Oak Drive Phone: 251 643-8591

Name: Patty Garrett Email: _____
 Address: 321 Oak Drive Phone: 251 455-9331

Name: Tanglier Wallace Email: _____
 Address: 321 Oak Drive Phone: 251-721-6851

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Rezoning

Name: La Angela Agee Email: Langelagee95@yahoo.com
 Address: 3055 Heather St Phone: 251 382-4796

Name: Arteria Currelley Email: jamesterria@yahoo.com
 Address: 2208 Warner St. Phone: (251) 716-2153

Name: Kirsty Gray Email: Kristobrown227@gmail.com
 Address: 2671 Cheshire Dr. Phone: 251 625-9455

Name: Joshua Sowels Email: joshuasowels@gmail.com
 Address: 959 S. Scott St Phone: (251) 735-7455

Name: LaTarja Stephens Email: latonjebrown40@gmail.com
 Address: 4114 Yorkshire Ln Phone: 251 346-5824

Name: Brendelyn Caulton Email: BreCaulton@yahoo.com
 Address: 1021 Shady Brook Phone: 251 366-2185

Name: Kiona Campbell Email: Kiona.Campbell@gmail.com
 Address: 32 Brucewood Dr S Phone: 251-259-2006

Name: Moeshia Moore Email: moeshiamoore16@gmail.com
 Address: 6128 Sperry Rd Phone: 251-767-2874

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Rezoning

Name: Nancy Williams Bennett Email: _____
 Address: 952 West Ln Phone: 251-462-6385

Name: Kalyn Lee Email: _____
 Address: 2414 Saint Stephens Rd. Phone: (251) 209-6810

Name: C. A. S. Email: Calvinquiner668@gmail.com
 Address: 2419 Saint Stephens Rd. Phone: 251-391-8967

Name: Elizabeth Franklin Email: Franklinelizabeth138@gmail.com
 Address: 2419 Saint Stephens Rd. Phone: 251-447-5520

Name: Courtney Thornton Email: thornton.courtney@icloud.com
 Address: 1360 Cithey rd. Phone: 251-615-7551

Name: Kelijane Allen Email: TTY3059@gmail.com
 Address: 2404 Saint Stephens Rd. Phone: 251-392-2720

Name: Mike Sanders Email: MSanders1990@gmail.com
 Address: 6419 St. Stern Rd. Phone: 251-421-9241

Name: _____ Email: _____
 Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Reznoring

Name: Tangie Watson Email: _____
 Address: 1440 Congress St. Mobile Phone: (251) 470-1288

Name: Zelander Dawkins Email: 1xclawkins@gmail
 Address: 2417 St. Stephens Phone: (251) 489-5939

Name: Dennis Speed Email: _____
 Address: 309 New Jersey Phone: (251) 721-7416

Name: Shantae Fountain Email: _____
 Address: 2417 St. Stephens Rd. Phone: (251) 261-4348

Name: Enid Young Email: _____
 Address: Jones Ave. Phone: (251) 241-1806

Name: Prince Shamp Email: _____
 Address: 2419 St. Stephens Rd Phone: (251) 525-2009

Name: Tyneisha Dawkins Email: _____
 Address: 1105 Adams St. Phone: (251) 391-1161

Name: _____ Email: _____
 Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Ayee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Carletta Hackworth Email: carlettahackworth@yahoo.com
Address: 760 Pine Run Rd. Phone: 470-844-7175

Name: Amanda Gardner Email: Gardamanda@gmail.com
Address: 3063rd Ave. Phone: 251-366-5775

Name: Metissa Leach Email: metissa.lewis@gmail.com
Address: 4260 Airport Blvd Apt 19 Phone: 251-980-2204

Name: Chetee Lewis Email: _____
Address: 2713 Elmore St Phone: 251-525-2166

Name: Servante Lewis Email: Pinelas18@icloud
Address: 2713 Elmore St Phone: 251-328-8411

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☒ Dated Photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners who were notified
- ☒ A sign-in sheet documenting meeting attendance
- ☒ Written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
2/13/2025 ; 2457 St. Stephens Rd.
2. What information was presented at the meeting?
Letter about the meeting, zoning district map, Flum map
The purpose of the meeting, site plan, Mobile County
Revenue Commission property line map, list of property
owners in the area, pictures of the property
3. What concerns were raised during the meeting?
Will the daycare provide care for children with special
need?
Will you do pick-up and drop-off to and from school?
What schools will you pick-up from?
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Yes, the property is handicap accessible, all children
will be included in all activities.
Pick-up and drop-off will be made available with a fee.
Schools in the surrounding area along with the ones already
on my route.

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Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 11 pm

Revised February 2023

Neighborhood Meeting Summary

Meeting Date: 2/13/2025

Meeting Time: 6:00pm

Meeting Location: 2451 St. Stephens Rd.
Amity Missionary Baptist Church

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The meeting opened with a thank you for coming out once again 2/13/25. Mrs. Angela stated the purpose for the meeting was to have property at 2451 St. Stephens Rd. rezoned for a daycare, a quality daycare in the neighborhood, the benefits to supply working parents in this area and surrounding to have a quality, nurturing and safe place where children can learn on their own level.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Fliers

Photos of the property

Site plan

Property line map, FEMA map

Letter stating

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

There was refreshments: Public sub sandwiches, chips, sodas. and Mrs. Angel made valentine candy bags to give everyone. Everyone was onboard and is excited for a new business to come to this area (Daycare). Mr. Campbell asked a question about special need children in daycare, Mrs. Angel replied that all children will have a place at the daycare.

Neighborhood Meeting Summary

Date: 2/13/2025
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
Application: Rezoning

(Meeting summary, continued)

Mrs. Campbell had her two children they received
a valentine gift.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 7:30pm

Applicant's signature attesting to the accuracy of this summary:

x Angela Agee

Date: 2/13/2025

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](#).

It will improve the community by having a quality childcare program and grow revenue in the city.

	Commerical
Future Land Use Map (FLUM) Designation	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.

It will by maintaining a clean and safe physical environment by inspecting inside and outside area of the property. Establishing a clear emergency evacuation plan, by following the guidelines for the city. To provide a quality childcare program in the community

By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

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

By bringing in a new business to the community, this would allow the working families with children to remain in the community.

They are expanding the street in front of the building and redoing the sidewalks.

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CHECKLIST B

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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:

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
It will improve the community by having a quality childcare program and grow revenue in the city.

_____	Commerical
Future Land Use Map (FLUM) Designation	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.
It will by maintaining a clean and safe physical environment by inspecting inside and outside area of the property. Establishing a clear emergency evacuation plan, by following the guidelines for the city. To provide a quality childcare program in the community
By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

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By bringing in a new business to the community, this would allow the working families with children to remain in the community.
They are expanding the street in front of the building and redoing the sidewalks.

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Revised February 2023

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.

New seafood restaurant opening soon, Rodger's Barbeque, Payless Glass repair, elementary, middle and high school. Grocery stores, gas stations, Dollar General Store, Homes and Apartments, Churches.

2. Describe the surrounding land uses.

Neighborhoods, schools, stores, gas stations, Businesses and Churches

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

It will not be an impact on the neighbors.

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

The property has five large room, two full bathrooms all the rooms are fully lighted with widows

The property is handicap accessible, enough space for age-appropriate classrooms, large yard for two playgrounds that is fenced-in, Large kitchen with ventilation

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.

provide a safe space for children to learn and to socialize with others, enable parents to work and contribute to the economy

offer support network among families, promote early childhood development and create a more cohesive

community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply, Payless Glass, Fire Station and Family Dollar

Metro PCS, LeFlore High school football stadium and the transit system.

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Revised February 2023

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.

The proposal will improve the community by having a quality childcare program and grow revenue in the city.

Future Land Use Map (FLUM) Designation

Commerical (B-2)

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.

It will by maintaining a clean, secured and a safe environment. Establishing a clear emergency plan, by following the guidelines for the city. To provide a quality childcare program and after school program in the community that will support social, emotional, cognitive and physical development of each child, serving healthy meals and providing a safe place to learn and play.

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

By bringing a childcare program to the community allows for working families with children in the community to remain in the community for their childcare needs. The businesses in the area will have their child/children close to their place of employment, the street in front of the building is being expanded and the sidewalks are being redone, the beautification of the property and the security cameras around the property add safety to the surrounding area.

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Revised February 2023

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.

New seafood Restaurant opening soon, businesses that exist already Payless glass repair, Rodger's barbeque Big Head Potato, Piggly Wiggly grocery store, Dollar General, Apartments homes, houses, schools: high school, middle school, elementary school, parks, churches, fire stations, McDonalds, the city is redoling the sidewalks and putting new roads in the area.

2. Describe the surrounding land uses.

Apartments, houses, businesses, retail stores, schools, churches, restaurants, gas stations, police precinct, sage health, park.

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

There will not be an adverse impact on the neighbors.

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

The property has five large rooms enough space for age-appropriate classrooms, two full bathrooms that is handicap accessible, an office, a large kitchen, a large pantry, a large utility room, and the property is handicap accessible. The property has a large yard for two playgrounds that is fenced-in, enough parking for ten families.

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.

By allowing parents from all backgrounds to work and support their families to help the economy grow, by supporting a child's healthy early learning development and by creating a more cohesive community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply Payless glass, Fire Station, Dollar General, Family Dollar, Metro PCS, LeFlore High School football stadium and the transit system.

Eddie O'Neal
2405 Saint Stephens Rd.
Mobile, AL 36617

Willie Moore
5733 Deerwood Dr., South
Mobile, AL 36618

Arthur Smoots
2457 Osage St.
Mobile, AL 36617

Katherine Reed
2014 Banberry Dr.
Hoover, AL 35244

Hampton
557 Gwin St.
Mobile, AL 36610

Novella Horton
2455 Osage St.
Mobile, AL 36617

O. Simpson
2377 Chapel Hill Dr.
Mobile, AL 36695

Ann Bogan
2102 N. Downing St.
Mobile, AL 36617

Genie Stephens
2453 Osage St.
Mobile, AL 36617

Bay Point
411 Hackensack Av. St. 200
Hackensack, NJ 7601

Maggie Coleman
2402 Saint Stephens Rd,
Mobile, AL 36617

Ida Mitchell
2368 Saint Stephens Rd,
Mobile, AL 36617

Yvette Dawkins
2417 Saint Stephens Rd,
Mobile, AL 36617

Eddie Tucker
2410 Saint Stephens Rd,
Mobile, AL 36617

Cynthia Carter
29510 Acorn Knoll Dr.
Daphne, AL 36526

A. Williams
5909 Central St.
Kansas City, MO 64113

Vernon Young
2409 Oakleigh Dr.
Mobile, AL 36617

Mary Taylor
556 Gwin St.
Mobile, AL 36617

Bann Group
6709 Raymond Rd.
Madison, WI 53719

Gregory Robinson
2412 Saint Stephens Rd.
Mobile, AL 36617

Tommie Matthews
2415 Osage St.
Mobile, AL 36617

James Morrisette
316 N. Wasson Av.
Mobile, AL 36612

Alvin Hardin
2418 Saint Stephens Rd.
Mobile, AL 36617

Phylliss Burage
2403 Saint Stephens Rd.
Mobile, AL 36617

Stanley Arnold
1620 Abbeywood Dr.
Mobile, AL 36695

E3 & D Investment
1030 Saint Moritz Dr., West
Mobile, AL 36608

Mary Fox
1808 Jones Av.
Mobile, AL 36617

Reese Rogers
9654 Taylor Pointe CT.
Mobile, AL 36618

Herbert Wilson
1672 Johnston St.
Mobile, AL 36605

Shannon Nobles
5532 Lakewood Cir.
Saraland, AL 36571

Venita Young
1812 Jones St.
Mobile, AL 36617

Edward Mitchell
1850 Jones St.
Mobile, AL 36617

Talmdage Dowdlan
1856 Jones St.
Mobile, AL 36617

Marion Forrest
5916 Woodbine Av.
Philadelphia PA 19131

Joe Hill
856 Koolman St.
Mobile, AL 36617

Thompson
PO Box 480024
Linden, AL 36748

Stanley Scott
1821 Brownlee St.
Mobile, AL 36617

Desmond Simpson
1819 Brownlee St.
Mobile, AL 36617

Benjamin Torrance
1819 Brownlee St.
Mobile, AL 36617

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617



Agenda Item # 10

ZON-UDC-003183-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2415 Saint Stephens Road

Applicant / Agent:

Angie Agee

Property Owner:

Angie Agee

Current Zoning:

R-1, Single-Family Residential Urban District

Proposed Zoning:

B-2, Neighborhood Business Urban District

Future Land Use:

Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
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. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		
 NTS			

SITE HISTORY

The subject site was annexed into the City in 1945.

In July 1971 a Use Variance for an illegally converted office building was denied by the Board of Zoning Adjustment.

There have been no Planning Commission cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Traffic Engineering has concerns regarding the traffic flow and parking on the site. There doesn't appear to be any room on the property for vehicles to queue and the driveway to the back of the property doesn't meet the width requirements for two-way traffic. 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:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the East and West that are currently zoned R-1 and used as single-family dwellings. Adjacent to the South is R-1 zoning used as Multi-Family Residential, R-3, by variance. To the North, across St. Stephens Road, is B-3, Community Business Urban District zoning, used as auto repair.

The applicant proposes to operate a child daycare center on the subject site and states that the proposed use will: provide a safe space for children to learn and socialize with others; enable parents to work and contribute to the economy; offer support network among families; promote early childhood development; and create a more cohesive community by exposing children to diverse backgrounds and experiences.

The site plan provided with the rezoning application is lacking much of the information required for an accurate site plan review and is not based upon a survey by a registered professional surveyor or civil engineer. Furthermore, no legal description is provided, and the property boundaries do not appear compatible with those on the GIS database.

No information was provided concerning the proposed number of teaching stations or classrooms, or the total square footage of the building. No parking plan is provided. The site does not appear to have sufficient area between the building and the West side property line for a compliant one-way driveway to the rear, and much less for a compliant two-way driveway. No curb cut is indicated on the site plan. There is not sufficient area in the front of the building to provide compliant access and parking. No residential buffering, landscaping, or tree planting plans are provided. In short, the site does not appear to be a viable candidate for the proposed rezoning.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



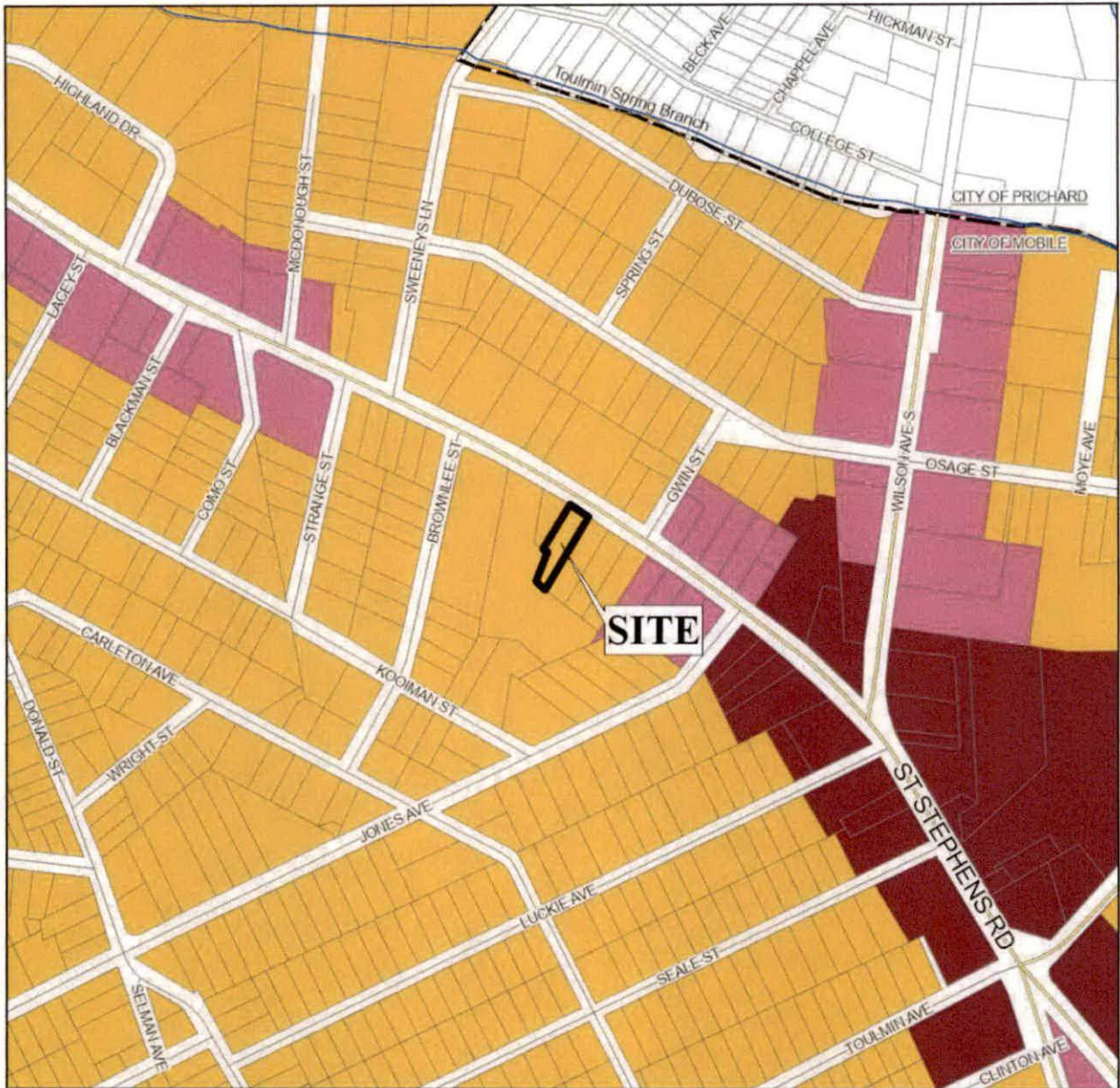
APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

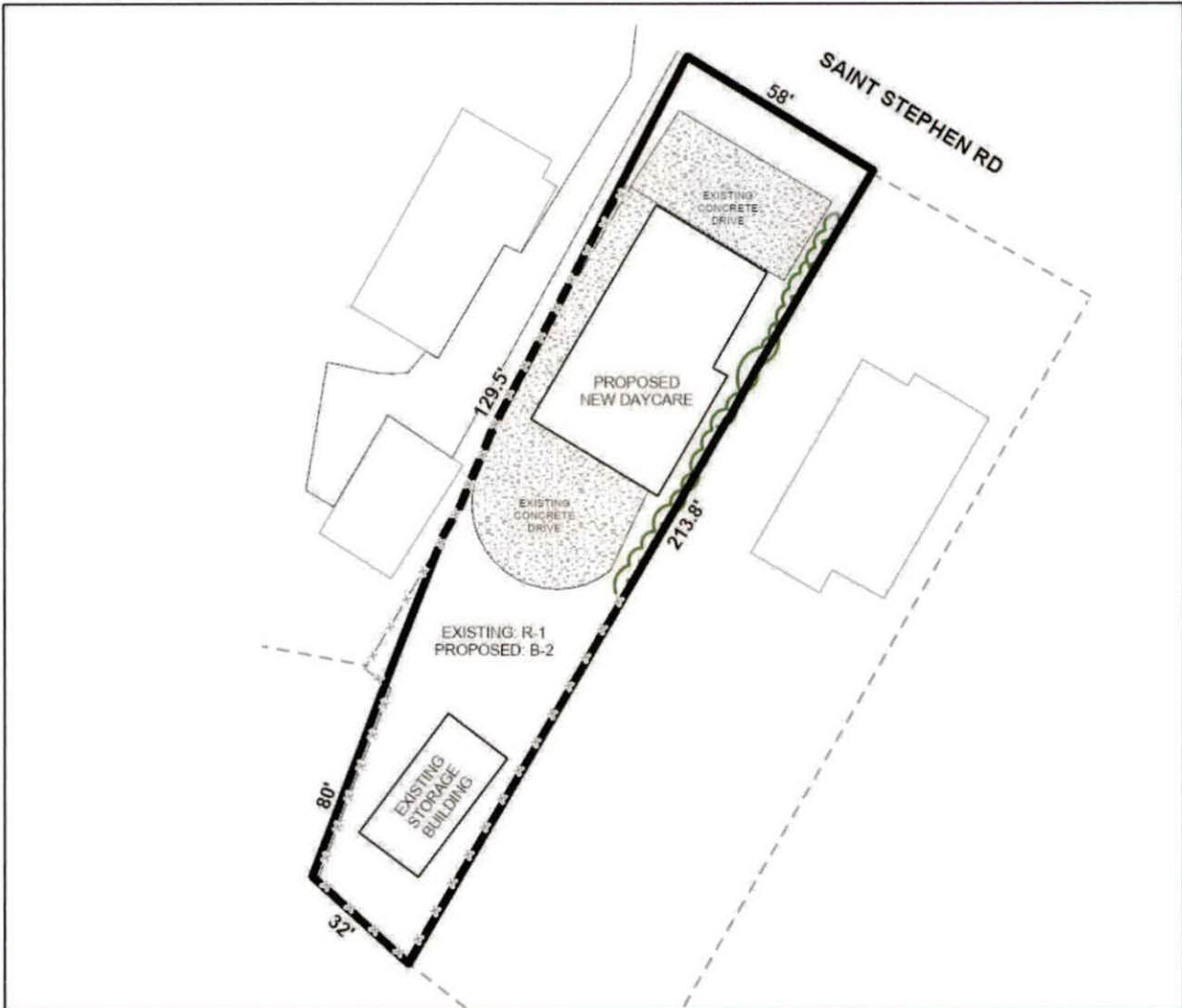
REQUEST Rezoning from R-1 to B-2

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	



NTS

SITE PLAN



The site plan illustrates the existing structure, proposed building, existing concrete drive, and proposed zoning change.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		



		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 (WDWRLU)
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	TC-D					☒	☒						☐		
NEIGH. CENTER	TC-D					☒	☒						☐		
NEIGH. GENERAL	TC-D					☒							☐		
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										☒		☐		☐

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

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2202 STEVENS COURT** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2202 STEVENS COURT** described as:

LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 257

Last Assessed to: WHITE MARY LOUISE

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

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2202 STEVENS COURT.**
OWNED BY OR MAY HAVE AN INTEREST: **WHITE MARY LOUISE** 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 42 0 003 257

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2202 STEVENS CT

Property Details

PARCEL KEY	00831167	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/31/2024	COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
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Notes

PL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Noted 5-6-24 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 2202 Stevens Court **District No:** 1

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

























Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 2202 Stevens Court.

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

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

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

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

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

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

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

David Daughenbaugh,
Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



James Kevin White
2202 Stevens Court
Mobile, AL 36617-2416

January 21, 2025

RE: **2202 Stevens Court**
Project Number: ME-121-24

Dear James Kevin White:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2202 Stevens Court.

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

LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 257

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 **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 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 **March 7, 2025**, which is 45 days from the date of this NOTICE.

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

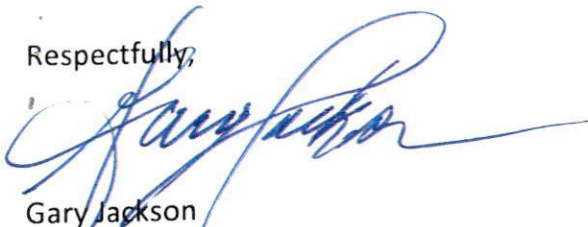
- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is 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: 2202 Stevens Court

Date: November 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2024

Per the Title Report, the owner is: James White and Mary Louise White

Notes: James White is deceased as of 7/20/1993 and by right or survivorship, Mary Louise White retains sole ownership and upon her death as of 11/3/2008, she died intestate and her property went solely to her only child, James Kevin White.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|--|
| 1 James Kevin White
2202 Stevens Ct
Mobile AL 36617-2416 | Subject/location address – Heir – Son of Owners.
LexisNexis address good 4/2023 – Phone number
is 678-945-9130 good 1/2024 |
| 2 James Kevin White
203 Christine Ct
Dallas GA 30157-0418 | LexisNexis address good 9/2024 – Revenue
Commission mailing address good 2016 - 2024 |

**TAX STATUS: 2023 TAXES ARE PAID CURRENT AND
2024 TAXES ARE DUE BY 12/31/2024
Parties with recorded liens per Title Report:**

State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs James White –
Acct Number IIT-R002671904
Lien number 901510656

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mary Louise White, filed 8/19/2024, recorded 10/10/2024, instrument number 2024064816.

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 **612 BIZZELL AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, and 14;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **612 BIZZELL AVENUE** described as:

LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S
R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 055

Last Assessed to: STALLWORTH DEVONYA C/O CURRY ELISA

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

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **612 BIZZELL AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **STALLWORTH DEVONYA C/O CURRY ELISA** 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 0 002 055

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S R1W
#MP29 07 25 0 002**

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

612 BIZZELL AVE

Property Details

PARCEL KEYX	00800262	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMMRROMISED	Y
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	85	SCORE DISCRIPTION	Demo
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Notes

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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

9-9-24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 612 Bizzell Avenue **District No:** 2

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













Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 612 Bizzell Avenue.

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

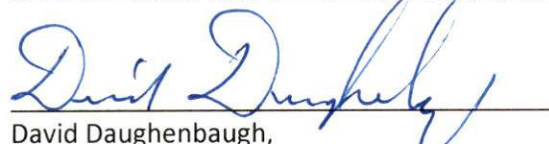
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 13 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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.


David Daughenbaugh,
Director Municipal Enforcement

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



Owner
612 Bizzell Avenue
Mobile, AL 36603-5319

January 21, 2025

RE: **612 Bizzell Avenue**
Project Number: ME-120-24

Dear Owner:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 612 Bizzell Avenue.

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

LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S
R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 055

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 **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 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 **March 7, 2025**, which is 45 days from the date of this NOTICE.

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

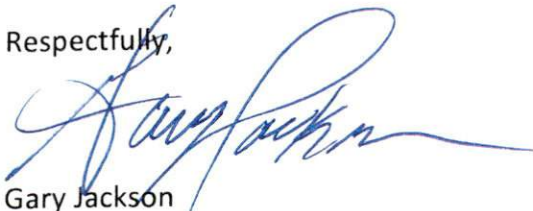
- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is 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: 612 Bizzell Avenue

Date: December 12, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 5, 2024

Per the Title Report, the owner is: Fee simple Title: Kingdom of Faith ALDCM, Inc.
Tax title: Elisa Curry

Notes: Devonya Stallworth has a recorded Tax Deed number 7600, recorded 8/11/2022 in instrument number 2022053267. Devonya Stallworth obtained the tax interest 5/19/2019. She then quit claimed the property to Elisa Curry.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Owner
612 Bizzell Ave
Mobile AL 36603-5319 | Subject/location address |
| 2 | Kingdom of Faith ALDCM, Inc.
1360 Arlington St
Mobile AL 36605-1665 | Owner – Lexisnexus address good 2024 |
| 3 | Kingdom of Faith ALDCM, Inc.
459 Dauphin Island Pkwy
Mobile AL 36606-1232 | LexisNexis address |
| 4 | Kingdom of Faith ALDCM, Inc.
PO Box 66358
Mobile AL 36660-1358 | LexisNexis address good 2018 – Revenue
Commission website mailing address good 2009-2018 |
| 5 | Kingdom of Faith ALDCM, Inc.
c/o Arthur L. Holmes, Sr.
457 Houston St
Mobile AL 36605 | Secretary of State of Alabama website Registered
agent – phone numbers 251-648-1473, 251-644-
0946, 251-478-5047, 251-341-7233 |
| 6 | Kingdom of Faith ALDCM, Inc.
c/o Jonas Dillard, Sr
PO Box 6697
Mobile AL 36605 | Incorporator per Secretary of State of Alabama
website – Articles of Incorporation mailing address |

- 7 Kingdom of Faith ALDCM, Inc. Secretary per Articles of Incorporation
c/o Lisa James
624 Houston St
Mobile AL 36606
- 8 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Registered
c/o Arthur L. Holmes, Sr. agent of Kingdom of Faith ALDCM, Inc good
648 Gehrig Ave 18/2024
Mobile AL 36610-2328
- 9 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Incorporator of
c/o Jonas Dillard, Sr Kingdom of Faith ALDCM, Inc good 12/2024
1576 Robert E Lee St
Mobile AL 36605-4906
- 10 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Secretary of
c/o Lisa James Kingdom of Faith ALDCM, Inc good 11/2024
2402 Lilac Ave
Mobile AL 36606-2039

**TAX STATUS: Devonya Stallworth tax deed 7600 for 2018
tax sale – 2024 taxes are due by 12/31/2024 – Elisa Curry
owns tax title interest per quit claim deed 2023068766**

- 11 Devonya Stallworth Tax Deed owner – LexisNexis address good 9/2024
2537 Kool Ave – Phone number 251-447-4267 good 2024
Dallas TX 75241-2924
- 12 Devonya Stallworth Lexisnexus address good 8/2024 – Revenue
PO Box 81822 Commission website mailing address good 2020-
Mobile AL 36689-1822 2023
- 13 Elisa Curry Quit Claim Deed owner by way of tax interest –
1507 Magee St Revenue Commission website mailing address
Mobile AL 36610-2927 good 2024-2025 – Lexis address good 9/2024 –
phone number 251-206-9483 good 1/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **3616 KENT 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. 3, 4, 5, 7, 8, and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3616 KENT ROAD** described as:

LOT 13 BLK D OF 1ST ADD TO PINEWOOD MBK 5 PG 208 #SEC 40
T5S R1W #MP32 09 40 0 004

Parcel Number: 32 09 40 0 004 052

Last Assessed to: CURTIS ROBERT A JR & MARION D

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

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3616 KENT ROAD**. OWNED BY OR MAY HAVE AN INTEREST: **CURTIS ROBERT A JR & MARION D** 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: 32 09 40 0 004 052

COUNCIL DISTRICT 3 – C J SMALL

**LEGAL DESCRIPTION: LOT 13 BLK D OF 1ST ADD TO PINEWOOD MBK 5 PG 208 #SEC 40 T5S
R1W #MP32 09 40 0 004**

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

3616 KENT RD

Property Details

PARCEL KEY#	01034945	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/8/2024	COMMENTS	

Property Score

SCORE 42 62 SCORE DESCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 2-29-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 3616 Kent Road **District No:** 3

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











Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 3616 Kent 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.

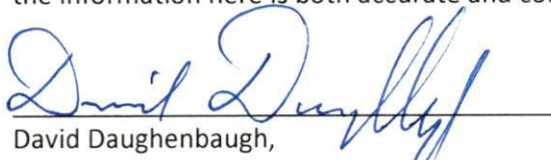
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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.


David Daughenbaugh,
Director Municipal Enforcement

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



Robert Allen Curtis, Jr.
Marion Denise Curtis
3616 Kent Road
Mobile, AL 36605-4362

January 21, 2025

RE: **3616 Kent Road**
Project Number: ME-147-24

Dear Robert Allen Curtis, Jr., Marion Denise Curtis:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3616 Kent Road.

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

LOT 13 BLK D OF 1ST ADD TO PINWOOD MBK 5 PG 208 #SEC 40
T5S R1W #MP32 09 40 0 004

Parcel Number: 32 09 40 0 004 052

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 **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 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 **March 7, 2025**, which is 45 days from the date of this NOTICE.

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

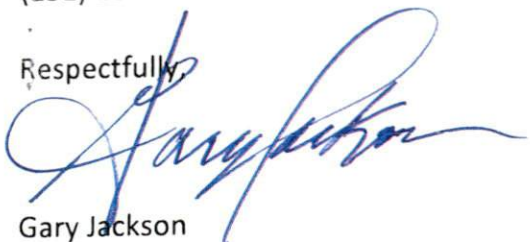
- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is 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: 3616 Kent Road Date: December 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 17, 2024

Per the Title Report, the owner is: Robert Allen Curtis, Jr and Marion Denise Curtis

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|--|
| 1 Robert Allen Curtis, Jr
Marion Denise Curtis
3616 Kent Rd
Mobile AL 36605-4362 | Owners – LexisNexis address good 12/2024 –
Subject/location address – Phone numbers are
251-776-2138, 251-471-1825 good 2024 |
| 2 Robert Allen Curtis, Jr
Marion Denise Curtis
4925 Cole Dr W
Mobile AL 36619-8947 | LexisNexis address good 11/2024 – Revenue
Commission website mailing address good 2021 -
2024 |

TAX STATUS: 2024 PROPERTY TAX IS DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Robert Allen Curtis, Jr and Marion Denise Curtis, filed 10/8/2024, recorded 10/9/2024, instrument number 2024064215.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Willuam S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for two Chevrolet 2500 15-passenger vans for Motor Pool.

Amount of Contract:

\$86,424.90

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20250508 Mcsweeney Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 13 May 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for two Chevrolet 2500 15-passenger vans for Motor Pool.
Capital - Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$86,424.90

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>23988</u>	2025	(F7000) MOTOR POOL	TWO CHEVROLET 2500 15-PASSENGER VANS FOR MOTOR POOL (AL STATE CONTRACT)	\$86,424.90	<u>(299344)</u> <u>MCSWEENEY</u> <u>AUTO GROUP</u> <u>CLANTON LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 1

Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	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
05/02/25	299344				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 135" 15 PASSENGER VAN SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT; ENGINE 4.3 V6 TRANSMISSION, 8-SPEED AUTOMATIC; SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION); FLOOR MATS-BLACK RUBBER, FRONT AND REAR AS PER STATE OF ALABAMA CONTRACT T-191 MA2400004918 AND YOUR QUOTE Additional Description Notes ----- 15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 135" 15 PASSENGER VAN SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT;ENGINE 4.3 V6 TRANSMISSION, 8-SPEED AUTOMATIC; SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION);FLOOR MATS-BLACK RUBBER, FRONT AND REAR AS REQUESTED BY; 7000-MOTOR POOL	2.00 EACH	42796.45000	85592.90
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP07000 .VEHICLEEXP.			85592.90

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	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
05/02/25	299344				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36604			
002 FREIGHT	2.00 EACH	416.00000	832.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP07000 .VEHICLEEXP.			832.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/25	299344				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total	86424.90
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP07000 .VEHICLEEXP.	86424.90	28920.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	86424.90	8517593.61
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/05/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/05/25	CHARLES SUMRALL	Approve Spec
Approved	05/07/25	MATTHEW ANDERSON	
Approved	05/08/25	SHONNDA SMITH	
Approved	05/08/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/08/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/08/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/08/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/08/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/08/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/08/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/08/25	JOHN PAINE	

Contract Header

Contract

Chevrolet Fleet Vehicle - McSweeney Auto Group

Supplier

McSweeney Auto Group Clanton LLC

Linked Solicitation

Chevrolet Fleet Vehicle Bid

Type

Master Agreement

Contract Code

MA240000004917

Sourcing Number

SRC0000022560

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
James	Pratt	jpratt@mcsweeneyauto.com	2052964411
James	Pratt	jpratt@mcsweeneyauto.com	2052964411

2 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

8/26/2024

End Date

8/25/2025

Documents

- [Master_Agreement_V1.pdf](#)
- [RFB_Standard_Boilerplate_updated_08.31.2023 \(17\).pdf](#)
- [GM_Vehicle_Terms_and_Conditions \(12\).pdf](#)

Items

Item Name	Product Code	UOM
Chevrolet Tahoe 2WD	4	53,717.58 Each

- [Executive Summary State of Alabama Chevrolet.pdf](#)

Item Name	Product Code		UOM
Chevrolet Tahoe 4WD	5	56,538.90	Each
Chevrolet Suburban 2WD	6	56,056.29	Each
Chevrolet Suburban 4WD	7	58,877.61	Each
Chevrolet Colorado Crew Cab 2WD	8	29,994.24	Each
Chevrolet Colorado Crew Cab 4WD	9	33,093.49	Each
Chevrolet Silverado Standard Cab 2WD	10	34,169.92	Each
Chevrolet Silverado Standard Cab 4WD	11	37,954.60	Each
Chevrolet Silverado Double Cab 2WD	12	35,487.64	Each
Chevrolet Silverado Double Cab 4WD	13	38,029.73	Each
Chevrolet Silverado Crew Cab 2WD	14	37,554.85	Each
Chevrolet Silverado Crew Cab 4WD	15	40,071.52	Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,549.40	Each
Diesel Engine Upgrade	17	8,488.27	Each

Item Name	Product Code	UOM
Chevrolet Silverado Std. Cab 4WD 2500	18	43,570.45 Each
Diesel Engine Upgrade	19	8,488.27 Each
Chevrolet Silverado Double Cab 2WD 2500	20	42,025.82 Each
Diesel Engine Upgrade	21	8,488.27 Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,046.86 Each
Diesel Engine Upgrade	23	8,488.27 Each
Chevrolet Silverado Crew Cab 2WD 2500	24	43,735.46 Each
Diesel Engine Upgrade	25	8,488.27 Each
Chevrolet Silverado Crew Cab 4WD 2500	26	45,736.46 Each
Diesel Engine Upgrade	27	8,488.27 Each
Chevrolet Silverado Std. Cab 2WD 3500	28	42,677.93 Each
Diesel Engine Upgrade	29	8,488.27 Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,698.98 Each
Diesel Engine Upgrade	31	8,488.27 Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 2WD 3500	32	43,342.43	Each
Diesel Engine Upgrade	33	8,488.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,363.48	Each
Diesel Engine Upgrade	35	8,488.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,051.19	Each
Diesel Engine Upgrade	37	8,488.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,072.24	Each
Diesel Engine Upgrade	39	8,488.27	Each
Chevrolet Express 12- Passenger Van	40	41,714.20	Each
Chevrolet Express 15- Passenger Van	41	43,570.44	Each
Chevrolet Express Cargo Van	42	38,020.16	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln Inc for 3 2025 Ford F150 pickup trucks for MPRD.

Amount of Contract:

\$121,365.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250508 Stivers Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 May 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 3 2025 Ford F150 pickup
trucks for MPRD.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$121,365.00

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: 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>23866</u>	2025	(F7000) MOTOR POOL	THREE 2025 FORD F150 PICKUP TRUCKS FOR MPRD (AL STATE CONTRACT)	\$121,365.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING ;BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; SPRAY-IN BED LINER (5-1/2' BED) AS PER STATE OF ALABAMA CONTRACT T-191 MA22*****3128-14 AND YOUR QUOTE Additional Description Notes ----- 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; SPRAY-IN BED LINER (5-1/2' BED)	3.00 EACH	40111.00000	120333.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
AS REQUESTED BY: 2025-PARKS & REC			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			120333.00
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 MOBILE, AL 36604			
002 FREIGHT	3.00 EACH	344.00000	1032.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			1032.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
04/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36604			

Requisition Link

Requisition Total 121365.00

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	121365.00	93669.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	121365.00	8540546.79
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/02/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/02/25	CHARLES SUMRALL	
Approved	05/05/25	SHONNDA SMITH	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amend to the city budgets subsequent budget reviews and operational updates.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Budget Amendments Resolution 5-13-2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile routinely reviews its city budgets and financial resources; and

WHEREAS, the city's budgets are occasionally amended to ensure the effectiveness of the budgets and the funding appropriated to city services, programs, and projects; and

WHEREAS, budget amendments are standard and customary throughout any fiscal year; and

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

that the following amendments, reallocations, appropriations and transfers be made to the fiscal year 2025 general fund and capital budgets:

Increase business license revenue, line item 1000 0001 33100, by \$600,000.

Increase lodging tax revenue, line item 1000 0001 32116, by \$600,000.

Increase lodging tax revenue, line item 1000 0001 32117, by \$5000.

Decrease transfers out to EMS, line item 1004 9999 94290, by \$1,200,000.

Decrease transfers in to EMS, line item 6120 6120 93010, by \$1,200,000.

Decrease detention expenses, line item 1004 9012 42200, by \$400,000.

Amend dividend income, line item 1000 0001 37100, from \$378,000 to \$5,550,000.

Amend interest on idle funds, line item 1000 0001 37200, from \$7,878,000 to \$6,300,000.

Amend interest on investments, line item 1000 0001 37500, from \$5,958,000 to \$1,150,000.

Add interest on bond proceeds line item, \$4,500,000 (to be applied to new arena debt).

Increase personnel board expenses, line item 1004 9005 42080, by \$80,000.

Increase GulfQuest (MMOG), line item 1004 4020 42140, \$100,000.

Increase grants division, line item 10042590 42200, by \$60,000.

Transfer from grants holding account, line item 5000 5000, \$64,000 to general fund.

Increase public safety administration, line item 1004 1500 42200, by \$64,000.

Close capital project E0161, \$75,000, and transfer \$75,000 from capital fund to general fund.

Increase legal department, line item 1004 0540 47020, by \$75,000.

Increase public safety administration, line item 1004 1500 42200, by \$75,000.

Increase election expenses, line item 1004 9000 49250, by \$200,000.

Close I.T. capital projects C0675, C0392, C0632, and C0633, total \$539,346.

Transfer \$539,346 from the capital fund to the general fund.

Increase I.T., line item 1004 5000 42115, by \$540,000.

Increase cruise terminal, line item 6020 6020 42150, by \$30,500.

Increase Magnolia Cemetery, line item 1004 9070 42080, by \$80,000.

Increase athletics, line item 1004 2034 49130, by \$80,000.

Increase teens, 1004 2004 42140, by \$200,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

A Holding account for all misc repairs for projects, including but not limited to, HVAC repairs, bathroom upgrades, and other miscellaneous repairs.

Amount of Contract:

Funding Source

CBGO8 UP TO \$4M - CBG CENSUS TRACTS (2000) CAPITAL IMPROVEMENT FUND

ATTACHMENTS:

1. F621-001 Gulf Coast Exploreum Misc Repairs Resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2025

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,000,000.00 in Capital Improvement Fund (Fund 2000) be reallocated from Capital Project #CBG08 UP TO \$4M - CBG CENSUS TRACTS to Capital Project F621-001 Gulf Coast Exploreum Misc Repairs (Fund 2000).

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Nicholas Amberger

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached is Change Order No. 2 to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement, COM Project No. PR-029-22. This Change Order incorporates the following: A revised scope of work to include the construction of a new South Coffey Cell; Adjustments for miscellaneous construction items encountered during project execution; and An extension of the contract's Substantial Completion date to December 31, 2025. The total net increase to the contract amount is \$784,912.74, reflecting the costs of materials and labor for the listed tasks as well as certain underruns and cost savings, as detailed in the attached summary.

Amount of Contract:

\$784,912.74

Funding Source

G-GOMESA

ATTACHMENTS:

1. 0 - CO No.2 Cover Letter
2. 6 - CO No.2 Resolution
3. 1 - CO No.2 Form
4. 3 - CITY CO No.2 Justification Memo
5. 2 - M&N CO No.2 Justification Memo
6. 4.a - CO No.2 Summary with Cost
7. 5.b - CONCRETE DEADMAN CO.2 DRAWINGS
8. 4.b - Contingency Allowance No.1-4 Binder

9. 7 - COI-RJB-Cooper Riverside
10. 5.a.2 - SOUTH COFFER CELL CO.2 SPECS
11. 8.a - CONTRACT_BAGGETT, PR-029-22
12. 8.b - CO#1, MOBILE RIVERFRONT-REDEVELOPMENT
13. 8.c - AMENDMENT#1_BAGGETT_Additional Time - signed

REVIEWERS:

Lana Gauthier

Lana Gauthier



May 7, 2025

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment (Cooper Riverside Bulkhead Replacement)

Dear Councilmembers,

Attached for your review is **Change Order No. 2** to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor) for the **Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement**, COM Project No. PR-029-22.

This Change Order incorporates the following:

- A revised scope of work to include the construction of a **new South Coffer Cell**;
- Adjustments for **miscellaneous construction items** encountered during project execution; and
- An extension of the contract's **Substantial Completion date to December 31, 2025**.

The total net increase to the contract amount is **\$784,912.74**, reflecting the costs of materials and labor for the listed tasks as well as certain underruns and cost savings, as detailed in the attached summary.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilperson C. J. Small

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, Change Order No.2 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.2 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.2 is on file in the office of the City Clerk.

NAME OF COMPANY: Robert J. Baggett, Inc.

PROJECT NAME: Mobile Riverfront Redevelopment Project
Cooper Riverside Bulkhead Replacement

PROJECT NO: PR-029-22

AMOUNT: \$784,912.74 (Increase)

Adopted:

City Clerk

Date



CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT (COOPER RIVERSIDE BULKHEAD REPLACEMENT)

CHANGE ORDER NO: TWO (2)

PROJECT NO: PR-029-22

DATE: April 11, 2025

TO CONTRACTOR: ROBERT J. BAGGETT, INC.

CONTRACT DATE: January 2, 2024

ADDRESS: 759 Holcombe Avenue, Mobile, AL 36606

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to \$7,708,453.74.
2. Complete the change in scope as referenced in an attached summary dated April 11, 2025.
3. Extend contract Substantial Completion date to December 31, 2025.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum-----	\$6,973,541.00
Net change by previously authorized Change Order No.1 -----	(\$50,000.00)
Contract Sum prior to Change Order No.2 -----	\$6,923,541.00
Contract Sum will be INCREASED by Change Order No.2 in the amount of-----	\$784,912.74
New Contract Sum including this Change Order will be -----	\$7,708,453.74
Contract Substantial Completion date prior to Change Order No.2 -----	May 25, 2025
Contract Substantial Completion date will EXTEND to-----	December 31, 2025

The date of Substantial Completion as of this Change Order No.2 therefore is December 31, 2025.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:



Nick Amberger,
Exec. Director of Engineering & Infrastructure



Robert J. Baggett, Inc./President Charles D. Dicks, Jr.

4-17-25

Date

ATTEST:

William S. Stimpson, Mayor

City Clerk



JUSTIFICATION FOR CHANGE ORDER

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE BULKHEAD REPLACEMENT

CHANGE ORDER NO: TWO (2)

CONTRACTOR: ROBERT J. BAGGETT, INC.

PROJECT NO: PR-029-22

GRANT PROJECT NO. & NAME: G-GOMESA

CONTRACT NO: 4847

VENDOR NO: 20370

The attached Change Order number two (2) to contract with Robert J. Baggett, Inc. dated April 11, 2025, 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: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.


Jake Clements

Project Manager, Programs and Project Management

MEMORANDUM

To: Jake Clements, Project Manager, City of Mobile, AL
From: Sai Kiran Duvvuri, P.E.
Date: 4/22/2025
Subject: Cooper Park Riverside Bulkhead – South Coffe Cell – Change Order #2 - Justification
M&N Job No.: 10961-04

1 Background

At the end of 2023, the City of Mobile issued a Notice to Proceed for a construction project to replace the deteriorating riverside bulkhead at Cooper Riverside Park and the area between the park and the adjacent National Maritime Museum bulkhead. Moffatt & Nichol (M&N) serves as the Engineer of Record for this project.

The project consists of two distinct work efforts:

1. **Bulkhead Replacement at Cooper Riverside Park** – This involves replacing approximately 400 linear feet of existing bulkhead along the riverside boundary of the park. The existing structure includes a timber and steel bulkhead located behind a timber pile-supported concrete wharf, along with two steel sheet pile coffer cells located immediately north of the George Wallace Tunnel, which passes beneath the park.
2. **South Coffe Cell Repair and Reconfiguration** – This originally included partial repair and abandonment of a single steel sheet pile coffer cell located immediately south of the George Wallace Tunnel. The plan was to replace its soil-retaining function with a riprap revetment constructed around the cell near the National Maritime Museum.

The bulkhead replacement at Cooper Riverside Park has progressed steadily since the Notice to Proceed and is now nearing completion. However, the South Coffe Cell Repair was cancelled in May 2024 after the U.S. Army Corps of Engineers (USACE) raised late objections to the proposed revetment. This prompted a redesign to provide an alternative means of soil retention in place of the South Coffe Cell. The revised solution is a tied-back sheet pile wall similar to the one used in the Cooper Riverside Park is now proposed to be issued to the contractor as Change Order #2

2 Justification for Change Order

M&N prepared the change order drawings and submitted them to the City and the contractor in March, 2025. The contractor responded with a quote of \$1,725,075 for the proposed changes. However, since this work replaces the originally planned coffer cell revetment, which has been removed from the contract, the actual net increase to the contract cost will be less than the quoted amount. M&N understands that the City Council has reviewed the contractor's proposal and requested clarifications before moving

forward with approval. The following points are provided to address the City's concerns and to fully justify the proposed change order.

1. Is the work outlined in Change Order No. 2 required by a regulatory authority?

Yes. The U.S. Army Corps of Engineers (USACE), in its review of the construction permit, rejected the originally proposed solution for replacing the South Coffey Cell, which involved constructing a riprap revetment. As a result, the redesign presented in Change Order No. 2 was developed in direct response to USACE's objections and is therefore a requirement of the regulatory authority.

2. Does the scope of Change Order No. 2 duplicate the original contract work?

No. While the redesign fulfills the original project intent—replacing the deteriorated South Coffey Cell with a new means of soil retention—the approach and construction method differ entirely. The original scope has been fully replaced, not duplicated.

No physical construction had begun at the South Coffey Cell prior to the redesign, and the only expenditures incurred related to early material procurement. However, the contractor had not yet ordered the riprap at the time the original scope was removed. The previously procured piles have been deliberately incorporated into the new design to avoid redundancy and unnecessary cost. Since the riprap was never purchased, there is no duplication or material waste associated with that component.

3. Is the scope of Change Order No. 2 reasonably priced?

Moffatt & Nichol (M&N) conducted an internal cost estimate for the revised South Coffey Cell design. This estimate leveraged pricing from the contractor's original bid for similar work along the park's riverside bulkhead, while also developing new unit costs for elements unique to this redesign.

M&N's estimate totaled approximately \$1,923,000, reflecting uncertainty related to potential subsurface conditions within the coffer cell. Upon receiving the contractor's quote of \$1,725,075, M&N initiated a detailed review, including clarification requests to confirm the completeness and accuracy of the proposed cost and to preempt potential future claims.

The contractor responded satisfactorily, demonstrating that the quote includes allowances for potential poor soil conditions. Based on this exchange and comparison with M&N's estimate, the contractor's proposal is considered reasonable.

That said, M&N advises the City that this assessment does not preclude the possibility of a future change order. The existing drawings for the South Coffey Cell are limited and not verified as record documents. Subsurface conditions or existing structures may differ from those shown, which could necessitate further design modifications and utilization of the project contingency or an additional change order. Similar unanticipated conditions—including buried obstructions, irregular fill, and an undocumented coffer cell—were encountered during the park bulkhead construction.

4. Does Change Order No. 2 fall within the contingency scope?

While the work described in Change Order No. 2 is related to a previously scoped area of the project, it does not utilize the original project contingency, for the following reasons:

The original South Coffey Cell scope has been removed and replaced by the change order.

The project is still in progress, and the remaining contingency must be preserved to address future unknowns—particularly given the precedent set by unexpected subsurface conditions encountered during earlier phases of the work.

For additional context and justification, please refer to the “Detailed Summary” on page 5 and the “Cost Summary” on pages 5–7 of Change Order No. 2.



CHANGE ORDER NO.2
DETAILED SUMMARY

April 11, 2025

Mr. Nick Amberger
Executive Director of Engineering & Infrastructure

RE:

The attached Change Order No.2 executes a change to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor), for the Mobile Riverfront Redevelopment (Cooper Riverside Bulkhead Replacement) project, COM Project No. PR-029-22.

This change order will consist of materials and labor for the items in the tasks below, as well as underruns/cost savings. Further information on tasks and underruns/cost savings can be found in the attachments.

Total cost of all Tasks is \$1,908,404.60. Explanation and breakdown of Tasks as follows:

Task 1. South Coffe Cell construction. To comply with the United States Army Corps of Engineers (USACE) Nationwide Permit, the Engineer of Record (Moffatt & Nichol, Inc.) provided, to the City and the Contractor, a redesigned South Coffe Cell construction plan set and specifications. The previous design alternative consisted of building a new stone revetment around the south cell. However, USACE rejected that alternative as it required placement of stone within the federal channel dredging and construction offset. USACE will not accept placement of any new construction materials waterside of the face of the existing cell where it contacts the museum bulkhead. Therefore, the south coffe cell replacement project involves the same structural elements as the primary bulkhead north of the tunnel, while staying inside the existing coffe cell footprint, complying with USACE permit requirements. Total construction cost for South Coffe Cell (Task 1) is \$1,702,919.60.

Task 2. Miscellaneous Items incurred during current bulkhead construction. Total cost to execute Miscellaneous Items (Task 2) is \$205,485.00. Explanation and breakdown as follows:

- a. Additional Sheet Pile – Due to multiple obstructions encountered approximately 20-35 feet below the mudline, preventing the contractor from driving the new sheet pile for the bulkhead wall, the bulkhead wall layout required offsetting approximately 3 feet and 4 inches to the east. This created a bulkhead wall redesign and adjustments to structural components. To close all gaps as a result of offsetting/moving the bulkhead wall layout and to close all the gaps where additional sheet piles are needed. Cost for Task 2.a. is \$11,076.00.

- b. Install Rip-Rap at North Corner – Due to the new bulkhead wall layout offset and an existing steel wall in line with the existing timber wall at the north end corner, the installation of rip-rap to close the gap and to shore up the planter wall base is required, after the additional sheet piles are installed. Cost for Task 2.b. is \$8,553.00.
- c. Additional Closure Plate and Angle – The existing sheet pile wall and cap deviates from original/historic bulkhead layout and plans. This created a new void closure which was not previously anticipated. This required the purchase of one (1) additional closure plate, eleven (11) uncoated steel angles, pile trimming and any additional materials/labor. Cost for Task 2.c. is \$11,172.00.
- d. Additional Cutting of Existing Sheets – While excavating, the contractor discovered/uncovered an additional coffer cell return which wasn't documented on the previous plans. This required 18 linear feet of additional cutting of existing coffer cell sheets. Cost for Task 2.d. is \$9,990.00.
- e. Additional Tie-Back Material Due to Relocation of Bulkhead – Due to the new bulkhead wall layout offset, additional tie-back rods and couplers were required. Cost for Task 2.e. is \$7,498.00.
- f. Revised Concrete Pile Cap (Widen Bulkhead Cap) – Due to the required heavy hex nuts, tie-rod connection/placement, and new bulkhead wall layout, the widening of the bulkhead cap was needed. This required additional concrete and rebar. Cost for Task 2.f. is \$99,540.00.
- g. Drainage Pipes (Weepholes) – To improve drainage and alleviate pressure landside of the bulkhead wall, weepholes were cast into the concrete bulkhead cap, with filter fabric or mesh on the landside end of the pipe to prevent sediment from passing through, while allowing water to drain through. This required the purchase of weephole pipe that can be cast into concrete bulkhead cap, with filter fabric or mesh. Cost for Task 2.g. is \$12,222.00.
- h. Remove Obstructions in Path of New Bulkhead Wall – After driving 320 linear feet of sheet piles for the new bulkhead wall, along the newly adjusted wall layout, the contractor encountered an underground obstruction. The obstruction continued about 15 feet along the new wall layout and appears to consist of rip-rap that has been grouted over the years. The solution required ordering sand to backfill an area landside to allow an excavator to track close enough to dig down/around and remove the obstruction. Cost for Task 2.h. is \$10,099.00.
- i. Reinforced Concrete Deadman Footing Tie-Back structure for deadman pipe piles 41 and 42 – While driving deadman pipe piling 41 and 42, a large obstruction was found at tip elevation -15.00. The Contractor attempted to relocate the pipe piling within the Support of Excavation (S.O.E.) area but couldn't push the pipe to required tip elevation. The Contractor then proposed replacing the pipe pile deadmen and tie rods 41 and 42 with a shallow concrete deadman footing. The Engineer of Record verified the replacement and furnished a design for the reinforced concrete deadman footing to the Contractor. Cost for Task 2.i. is \$30,739.00.

- j. South End Closure – Due to the new bulkhead wall layout offset and existing tunnel deadman footprint, the installation of a modified single sheet to close the south end gap was required. Cost for Task 2.j. is \$4,596.00.

Underruns/Cost Savings incurred during current bulkhead construction. Total underruns/cost savings are \$1,123,491.86. Explanation and breakdown as follows:

1. Removing Original South Coffey Cell Scope of Work – Due to the redesign of the South Coffey Cell to comply with the USACE Nationwide Permit, certain lines items were not able to be utilized in the redesign and were not used. The underrun for removing the south coffer cell scope of work is \$1,058,744.86.
2. Replacing No.57 Stone with In-Situ Soil Backfill – Due to the narrow gap between the existing sheet pile wall and new sheet pile wall, the design specified backfilling between the walls with No.57 stone to compensate for compaction. However, because of the new bulkhead wall layout offset, the gap between the walls became wide enough to allow compaction equipment to fit so that the gap can be filled with the in-situ/stockpiled soil and reach compaction requirements. The underrun for replacing the No.57 stone with in-situ soil is \$57,012.00.
3. Entry Gate Column Repair – One of the columns for the entry gate on the northwest corner of Cooper Riverside Park was damaged by an Esfeller Construction truck delivering a dumpster. A repair quote was furnished by the Engineer of Record and sent to the contractor. The cost savings for the entry gate column repair is \$7,735.00.

Additional information as follows:

- A. The contract sum shall be increased by the sum of \$784,912.74.
- B. Extend the length of the contract terms to December 31, 2025.

We look forward to continued communication on this important project. Please call Jake Clements with questions at 251-208-1138 or email at jake.clements@cityofmobile.org

Respectfully,



Jake Clements
Project Manager, Programs and Project Management
Public Works

Cost Summary

CHANGE ORDER NO.2 COST SUMMARY

PROJECT NO: PR-029-22
PROJECT NAME: Mobile Riverfront Redevelopment - Cooper Riverside Bulkhead Replacement
TITLE: Change Order No.2 - South Coffe Cell & Miscellaneous Items
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: Robert J Baggett, Inc.

DATE: 4/11/2025
CONTRACT AMOUNT: \$ 6,923,541.00
TOTAL ADDITIONS: \$ 1,908,404.60
TOTAL DEDUCTIONS: \$ (1,123,491.86)
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2: \$ 7,708,453.74

Scope	Item #	Description	Unit	CURRENT CONTRACT SCOPE				CHANGE ORDER NO.2				
				Quantity	Unit Price	Total Bid Amount	USED TO DATE Amount	SOUTH COFFER CELL SCOPE ADJUSTMENTS			ADDITIONS Amount	UNDERRUNS Amount
GENERAL CONDITIONS	1.0	GENERAL CONDITIONS	Lump Sum	1	\$ 958,370.00	\$ 958,370.00	\$ 670,859.00					
	2.0	MOBILIZATION AND DEMOBILIZATION	Lump Sum	1	\$ 590,349.00	\$ 590,349.00	\$ 501,796.65					
	3.0	VIBRATION AND DISPLACEMENT MONITORING	Lump Sum	1	\$ 585,625.00	\$ 585,625.00	\$ 468,500.00					
	4.0	LANDSIDE DEMOLITION	Lump Sum	1	\$ 75,624.00	\$ 75,624.00	\$ 75,624.00					
SOUTH COFFER CELL GENERAL CONDITIONS	5.0	MOBILIZATION AND DEMOBILIZATION	Lump Sum					1	\$ 303,558.60	\$ 303,558.60	\$ 303,558.60	
	6.0	VIBRATION AND DISPLACEMENT MONITORING	Lump Sum					1	\$ 166,750.00	\$ 166,750.00	\$ 166,750.00	
NORTH BULKHEAD CONSTRUCTION	7.0	DEMOLITION OF EXISTING WHARF BULKHEAD CAP AND NORTH COFFER CELL CAPS	Lump Sum	1	\$ 322,215.00	\$ 322,215.00	\$ 225,550.50					
	8.0	DEMOLITION OF EXISTING WHARF AND PILING AND DEADMAN DECK	Lump Sum	1	\$ 638,085.00	\$ 638,085.00	\$ 446,659.50					
	9.0	BULKHEAD CONSTRUCTION AND RELIEF EXCAVATION AND STOCKPILING	Cubic Yard	3,409	\$ 45.00	\$ 153,405.00	\$ 147,268.80					
	10.0	BULKHEAD CONSTRUCTION AND RELIEF EXCAVATION AND DISPOSAL	Cubic Yard	1,750	\$ 64.00	\$ 112,000.00	\$ 33,600.00					
	11.0	NORTH COFFER CELLS WATERSIDE EXCAVATION	Cubic Yard	2,584	\$ 67.00	\$ 173,128.00	\$ -					
	12.0	SUPPORT OF EXCAVATION	Lump Sum	1	\$ 49,850.00	\$ 49,850.00	\$ 29,910.00					
	13.0	DEMOLITION OF NORTH COFFER CELLS	Linear Foot	258	\$ 555.00	\$ 143,190.00	\$ -					
	14.0	REMOVAL OF RIP-RAP AT NORTH END OF WHARF	Cubic Yard	100	\$ 195.00	\$ 19,500.00	\$ 19,500.00					
	15.0	BULKHEAD WALL	Linear Foot	399	\$ 1,650.00	\$ 658,350.00	\$ 592,515.00					
	16.0	BULKHEAD CLOSURES	Lump Sum	1	\$ 75,590.00	\$ 75,590.00	\$ 15,118.00					
	17.0	TIEBACK SYSTEM	Each	42	\$ 7,470.00	\$ 313,740.00	\$ 298,053.00					
	18.0	BULKHEAD STONE BACKFILL	Cubic Yard	400	\$ 228.00	\$ 91,200.00	\$ -					\$ 57,012.00
	19.0	BULKHEAD WALL CAP	Cubic Yard	134	\$ 2,370.00	\$ 317,580.00	\$ 254,064.00					
	20.0	BACKFILL BEHIND BULKHEAD USING STOCKPILED MATERIALS	Cubic Yard	3,409	\$ 78.00	\$ 265,902.00	\$ 159,541.20					
	21.0	BULKHEAD APPURTENANCES	Lump Sum	1	\$ 43,055.00	\$ 43,055.00	\$ 21,527.50					
	22.0	DEADMAN DECK	Cubic Yard	2	\$ 2,750.00	\$ 5,500.00	\$ -					

CHANGE ORDER NO.2 COST SUMMARY

Scope	Item #	Description	Unit	CURRENT CONTRACT SCOPE			USED TO DATE Amount	CHANGE ORDER NO.2 SOUTH COFFER CELL SCOPE ADJUSTMENTS			ADDITIONS Amount	UNDERRUNS Amount
				Quantity	Unit Price	Total Bid Amount		Quantity	Unit Price	Amount		
ORIGINAL SOUTH COFFER CELL DEMOLITION	23.0	CONSTRUCTION EXCAVATION, STOCKPILING, AND BACKFILL	Cubic Yard	19	\$ 311.00	\$ 5,909.00						\$ 5,909.00
	24.0	DEMOLITION OF EXISTING CELL CAP AND RETAINING WALL	Cubic Yard	5	\$ 2,613.00	\$ 13,065.00						\$ 13,065.00
NEW SOUTH COFFER CELL DEMOLITION & EARTHWORK	25.0	DEMOLITION	Lump Sum					1	\$ 312,247.00	\$ 312,247.00	\$ 312,247.00	
	26.0	LANDSIDE EARTHWORK	Lump Sum					1	\$ 161,665.00	\$ 161,665.00	\$ 161,665.00	
	27.0	WATERSIDE EXCAVATION AND DISPOSAL	Cubic Yard					580	\$ 149.00	\$ 86,420.00	\$ 86,420.00	
ORIGINAL SOUTH COFFER CELL CONSTRUCTION	28.0	CELL ENCASEMENT PILING	Linear Foot	990	\$ 190.00	\$ 188,100.00	\$ 57,182.40			\$ 57,182.40		\$ 130,917.60
	29.0	CELL CONCRETE ENCASEMENT	Cubic Yard	159	\$ 437.00	\$ 69,483.00	\$ 15,355.74			\$ 15,355.74		\$ 54,127.26
	30.0	GEOTEXTILE	Square Foot	12,830	\$ 14.50	\$ 186,035.00						\$ 186,035.00
	31.0	REVTMENT	Cubic Yard	4,480	\$ 124.00	\$ 555,520.00						\$ 555,520.00
	32.0	ENCASEMENT CAP	Cubic Yard	26	\$ 4,063.00	\$ 105,638.00						\$ 105,638.00
	33.0	BUOYS	Each	3	\$ 2,511.00	\$ 7,533.00						\$ 7,533.00
NEW SOUTH COFFER CELL CONSTRUCTION	34.0	BULKHEAD WALL	Linear Foot					55	\$ 4,419.00	\$ 243,045.00	\$ 243,045.00	
	35.0	BULKHEAD CLOSURES	Lump Sum					1	\$ 118,795.00	\$ 118,795.00	\$ 118,795.00	
	36.0	TIEBACK SYSTEM	Each					6	\$ 13,471.00	\$ 80,826.00	\$ 80,826.00	
	37.0	BULKHEAD WALL CAP	Cubic Yard					36	\$ 1,614.00	\$ 58,104.00	\$ 58,104.00	
	38.0	DEADMAN DECK AND RETAINING WALL	Cubic Yard					10	\$ 1,623.60	\$ 16,236.00	\$ 16,236.00	
	39.0	MUSEUM BULKHEAD DEMOLITION RESTORATION	Lump Sum					1	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	
	40.0	CATHODIC PROTECTION SYSTEM	Lump Sum					1	\$ 146,173.00	\$ 146,173.00	\$ 146,173.00	
	41.0	CONTINGENCY ALLOWANCE 1. Removing Granite & Brick Pavers - \$22,676.00 2. Removing & Cleaning the Floating Dock - \$22,836.00 3. Relocation of Stockpile Soil - \$74,146.00 4. Additional Sheet Piles - \$16,883.00	Lump Sum	1	\$ 200,000.00	\$ 200,000.00	\$ 136,541.00					
	42.0	REIMBURSEMENT FOR DAMAGED CONCRETE PAVEMENT	Square Foot									
						Total:	\$ 6,923,541.00				\$ 1,702,919.60	\$ 1,115,756.86

CHANGE ORDER NO.2 COST SUMMARY

		CURRENT CONTRACT SCOPE		CHANGE ORDER NO.2	
		Total:	Amount	Amount	Amount
			\$ 6,923,541.00	\$ 1,702,919.60	\$ 1,115,756.86

CHANGE ORDER NO.2				
Scope	Item #	Description	ADDITIONS	COST SAVINGS
MISCELLANEOUS ITEMS	1	ADDITIONAL SHEETPILE	\$ 11,076.00	
	2	INSTALL RIP-RAP AT NORTH CORNER	\$ 8,553.00	
	3	CLOSURE PLATE AND ANGLE	\$ 11,172.00	
	4	CUTTING OF EXISTING SHEETS	\$ 9,990.00	
	5	TIE-BACK RODS BULKHEAD RELOCATION	\$ 7,498.00	
	6	WIDEN BULKHEAD CAP	\$ 99,540.00	
	7	DRAINAGE PIPES	\$ 12,222.00	
	8	REMOVE OBSTRUCTION FROM BULKHEAD PATH	\$ 10,099.00	
	9	DEADMAN FOOTING	\$ 30,739.00	
	10	SOUTH CORNER CLOSURE	\$ 4,596.00	
	11	ENTRANCE COLUMN		\$ 7,735.00
Total:			\$ 205,485.00	\$ 7,735.00

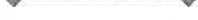
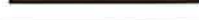
Current Contract Amount:	\$ 6,923,541.00
Total ADDITIONS:	\$ 1,908,404.60
Total UNDERRUNS/COST SAVINGS:	\$ (1,123,491.86)
Total Contract Increase:	\$ 784,912.74
Contract Amount after Change Order No.2:	\$ 7,708,453.74

Task 1
South Coffe Cell Construction Cost

CHANGE ORDER NO. 2						
SCOPE	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (US DOLLARS)	TOTAL AMOUNT (US DOLLARS)
GENERAL CONDITIONS	1.0	Mobilization and Demobilization	LS	1	303,558.60	303,558.60
	2.0	Vibration Monitoring	LS	1	166,750.00	166,750.00
DEMOLITION & EARTHWORK	3.0	Demolition	LS	1	312,247.00	312,247.00
	4.0	Landside Earthwork	LS	1	161,665.00	161,665.00
	5.0	Waterside Excavation and Disposal	CY	580	149.00	86,420.00
	6.0	Reimbursement for Damaged Concrete Pavement	SF	-		
BULKHEAD CONSTRUCTION	7.0	Bulkhead Wall	LF	55	4,419.00	243,045.00
	8.0	Bulkhead Closures	LS	1	118,795.00	118,795.00
	9.0	Tieback System	EA	6	13,471.00	80,826.00
	10.0	Bulkhead Wall Cap	CY	36	1,614.00	58,104.00
	11.0	Deadman Deck and Retaining Wall	CY	10	1,623.60	16,236.00
	12.0	Museum Bulkhead Demolition Restoration	LS	1	9,100.00	9,100.00
	13.0	Cathodic Protection System	LS	1	146,173.00	146,173.00
		TOTAL AMOUNT	-----	-----	-----	1,702,919.60

ID	Task Name	Duration	Start	Finish	Predecessors	Mar 16, '25													
						W	T	F	S	S	M	T	W	T	F				
1	South Coffe Cell Schedule																		
2	Mobilization	5 days	Mon 5/5/25	Fri 5/9/25															
3	Remove handrail, statue, light pole	5 days	Mon 5/12/25	Fri 5/16/25															
4	Install turbidity barrier	2 days	Wed 5/14/25	Thu 5/15/25															
5	Install vibration & Displacement Monitoring	5 days	Mon 5/19/25	Fri 5/23/25															
6	Landside Demolition	20 days	Mon 5/26/25	Fri 6/20/25															
7	Install Sheetpile wall	15 days	Mon 6/23/25	Fri 7/11/25															
8	Install tie back system	10 days	Mon 7/14/25	Fri 7/25/25															
9	Pile Cap	20 days	Mon 7/21/25	Fri 8/15/25															
10	Waterside excavation	15 days	Mon 8/18/25	Fri 9/5/25															
11	Waterside Demo	20 days	Mon 9/8/25	Fri 10/3/25															
12	Bulkhead Closures	5 days	Mon 10/6/25	Fri 10/10/25															
13	Cathodic Protection	10 days	Mon 10/13/25	Fri 10/24/25															
14	Clean up and demobilize	5 days	Mon 10/20/25	Fri 10/24/25															

Project: Project2
Date: Tue 3/11/25

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Deadline	
External Tasks		Manual Summary			
External Milestone		Start-only			

Task 2
Miscellaneous Items
(incurred during current construction)

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

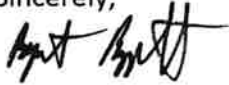
RE: Additional Sheet Pile

Mr. Clements:

We propose to provide labor, equipment and material to install an additional pair of sheet pile due to change in the bulkhead wall for the lump sum total of Eleven Thousand Seventy-Six Dollars and 00/100, (\$11,076.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

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March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Install Rip Rap at North Corner

Mr. Clements:

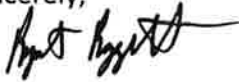
We propose to provide labor, equipment and material to install 1ea load of rip rap at the North Corner for the lump sum total of Eight Thousand Five Hundred Fifty-Three Dollars and 00/100, (\$8,553.00).

Clarifications:

- This price includes one load of rip rap

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
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www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Closure Plate and Angle

Mr. Clements:

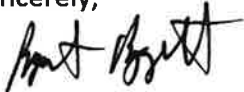
We propose to provide labor, equipment and material to install 1ea additional closure plate and 11ea pieces of angle for the lump sum total of Eleven Thousand One Hundred Seventy-Two Dollars and 00/100, (\$11,172.00).

Price breakdown:

- Plate, angle, labor and equipment - \$31,172.00
- Deduct for grout columns – (-\$20,000.00)

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

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March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Cutting of Existing Sheets

Mr. Clements:

We propose to provide labor, equipment and material to cut an additional 18 LF of existing coffer cell sheets for the lump sum total of Nine Thousand Nine Hundred Ninety Dollars and 00/100, (\$9,990.00).

Clarifications:

- Price is based on the unit rate from the original bid form
- This cutting is due to existing conditions not matching drawings, additional coffer cell wall was discovered after excavation

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

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March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Tie Back Material Due to Relocation of Bulkhead

Mr. Clements:

We propose to provide labor, equipment and material to install the additional tie back rods and couplers due to the bulkhead wall relocation for the lump sum total of Seven Thousand Four Hundred Ninety-Eight Dollars and 00/100, (\$7,498.00).

Clarifications:

- Price includes \$2,100.00 freight for the material

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

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March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Revised Concrete Pile Cap

Mr. Clements:

We propose to provide labor, equipment and material for the revised concrete pile cap due to the relocation of the bulkhead wall and redesign of the pile cap for the lump sum total of Ninety-Nine Thousand Five Hundred Forty Dollars and 00/100, (\$99,540.00).

Clarifications:

- This price is based on the pile cap per CY rate on the bid form of \$2,370.00 per cy, we figured an additional 42 cy after the redesign.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

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April 3, 2025

Mr. Jake Clements

City of Mobile, Cooper Riverside Park

P.O. Box 1827

Mobile, AL 36633

RE: Add Under Drain

Mr. Clements:

We propose to provide labor, equipment and material to install under drain at pile cap.

Breakdown of Pricing is as follows:

- Under Drain - \$12,222.00

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

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March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Remove Obstructions in Path of New Bulkhead Wall

Mr. Clements:

We propose to provide labor, equipment and material to remove the obstructions encountered while trying to install the new bulkhead wall for the lump sum total of Ten Thousand Ninety-Nine Dollars and 00/100, (\$10,099.00).

Clarifications:

- This price includes labor, dirt hauled in from Esfeller to build ramp out to wall and equipment to remove the obstructions

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROBT. J. BAGGETT, INC.
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www.rjbaggett.com

March 31, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Concrete Deadman

Mr. Clements:

We propose to provide labor, equipment and material to install the concrete deadman for the last two tie back rods and to form and pour underwater grout under existing beam due to settlement for the lump sum total of Thirty Thousand Seven Hundred Thirty-Nine Dollars and 00/100, (\$30,739.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

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Mobile, AL. 36606

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www.rjbaggett.com

April 3, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Sheet Pile Closure on South End

Mr. Clements:

We propose to provide labor, equipment and material to install a modified single sheet to close the south end gap for the lump sum total of Four Thousand Five Hundred Ninety-Six Dollars and 00/100, (\$4,596.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Underruns/Cost Savings
(incurred during current construction)

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
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www.rjbaggett.com

July 1, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Change Order – Deduct for South Coffe Cell

Mr. Clements:

Due to the City of Mobile removing the scope of work pertaining to the South Coffe Cell on this project RJ Baggett, Inc will provide a deduct in the amount of -\$1,058,744.86.

Breakdown:

- Item 21 – Construction Excavation, Stockpiling & Backfill - \$5,909.00
- Item 22 – Demo of Existing Cell Cap and Retaining Wall - \$13,065.00
- Item 23 – Cell Encasement Piling - \$130,917.60
- Item 24 – Cell Concrete Encasement - \$54,127.26
- Item 25 – Geotextile - \$186,035.00
- Item 26 – Revetment - \$555,520.00
- Item 27 – Encasement Cap - \$105,638.00
- Item 28 – Buoys - \$7,533.00

Clarifications:

- RJ Baggett did have cost in the pipe piles which cannot be returned and in concrete testing for the marine concrete submittal.
- We were able to stop the order for Geotextile before they did anything with it so there is no cost for that.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
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www.rjbaggett.com

April 3, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Replace No 57 Stone with Backfill

Mr. Clements:

We propose to provide labor, equipment and material to replace No 57 stone with In-situ soil backfill and provide a deduct for the 57 stone as follows.

Breakdown of Pricing is as follows:

- Deduct of 57 Stone – (-\$91,200.00)
- In-situ soil backfill - \$34,188.00

Total Deduct is (-\$57,012.00)

Clarifications:

- The backfill material is an estimate and will be charged at the unit rate of \$85.47 CYIP. We will only charge for what is needed.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

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Mobile, AL. 36606

Telephone (251) 473-3290
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www.rjbaggett.com

April 7, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Deduct for Damaged Masonry Column

Mr. Clements:

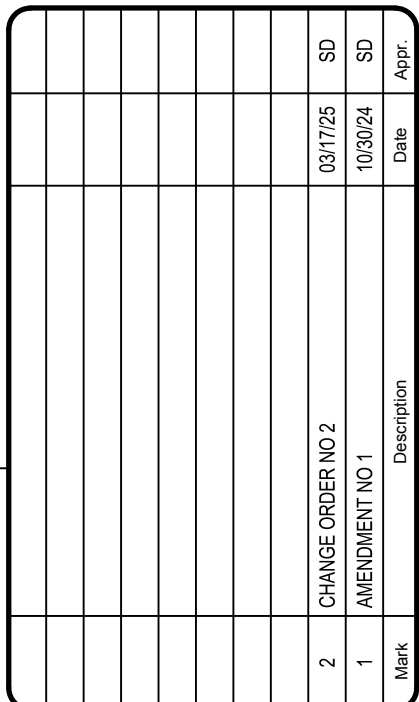
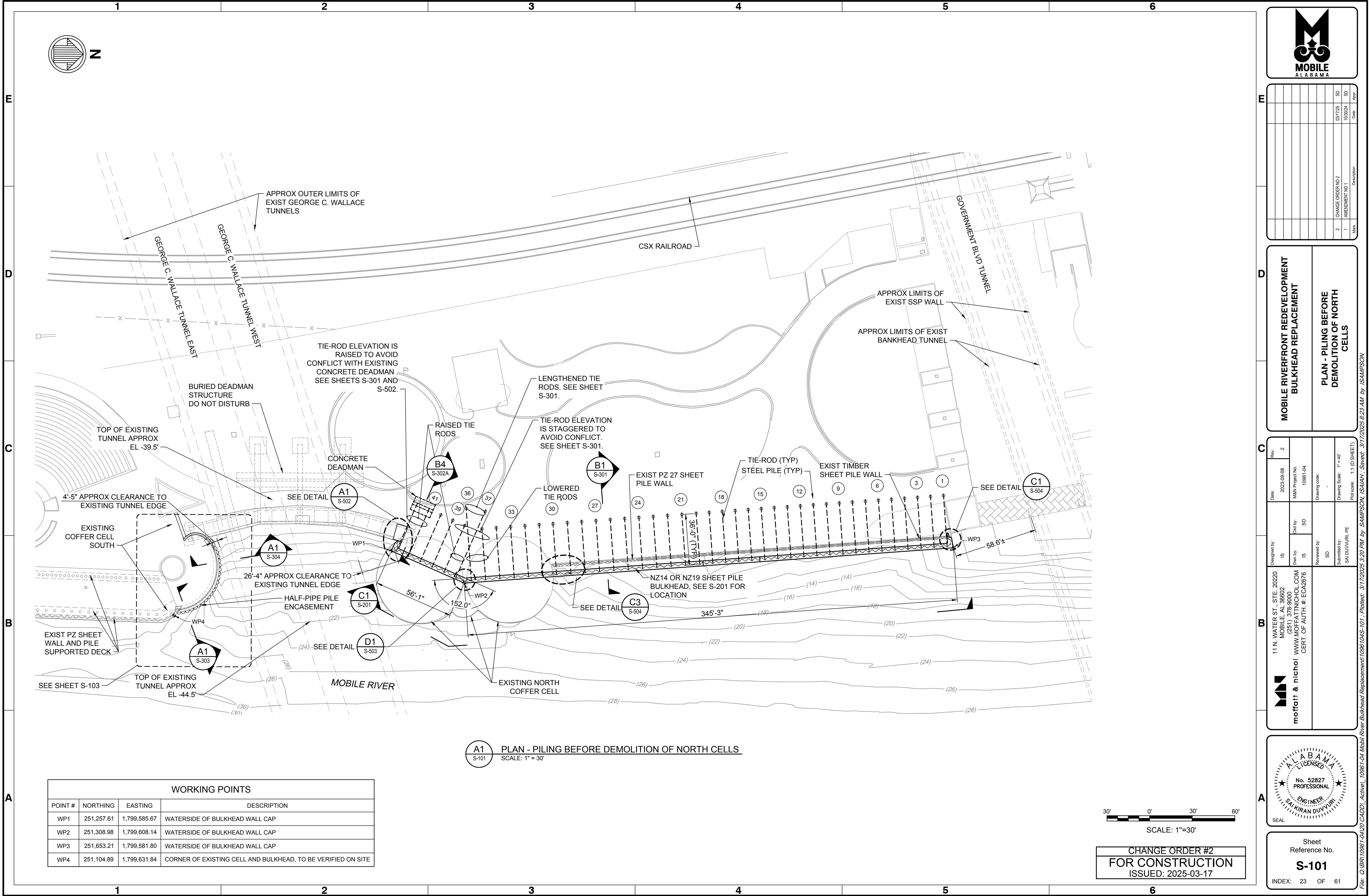
We propose to provide a deduct for the damaged masonry column for the lump sum total of Seven Thousand Seven Hundred Thirty-Five Dollars and 00/100, (-\$7,735.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



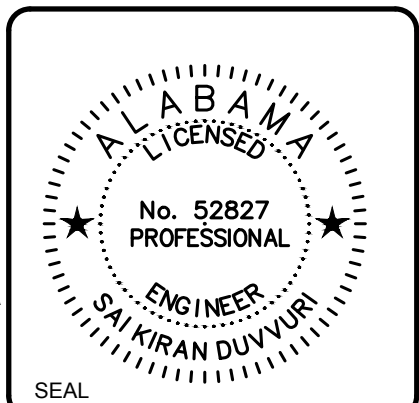
Bryant Baggett
Project Manager



MOBILE RIVERFRONT REDEVELOPMENT BULKHEAD REPLACEMENT

**PLAN - PILING BEFORE
DEMOLITION OF NORTH**

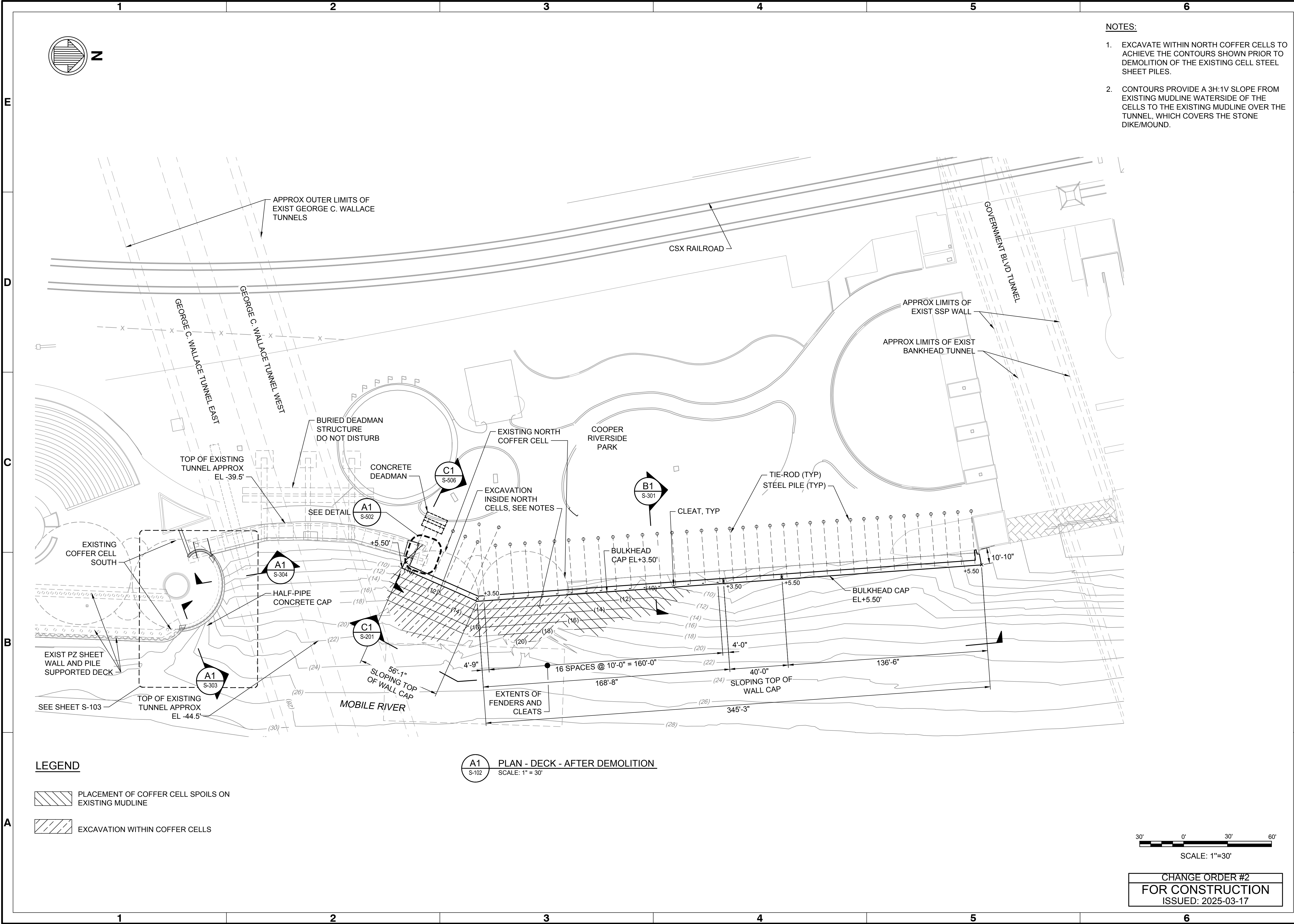
 moffatt & nichol	111 N. WATER ST., STE. 20220 MOBILE, AL 36602 (251) 378-9000 WWW.MOFFATTNICHOL.COM CERT. OF AUTH. #. ECA2676		Designed by: IS	Date: 2023-09-08	Rev.: 2
	Drawn by: IS	Card by: SD	M&N Project No: 10961-04		
	Reviewed by: SD		Drawing code: -		
	Submitted by: SAI DUVRURI, PE		Drawing Scale: "1" = 40' Plot scale: 1:1 (D SHEET)		

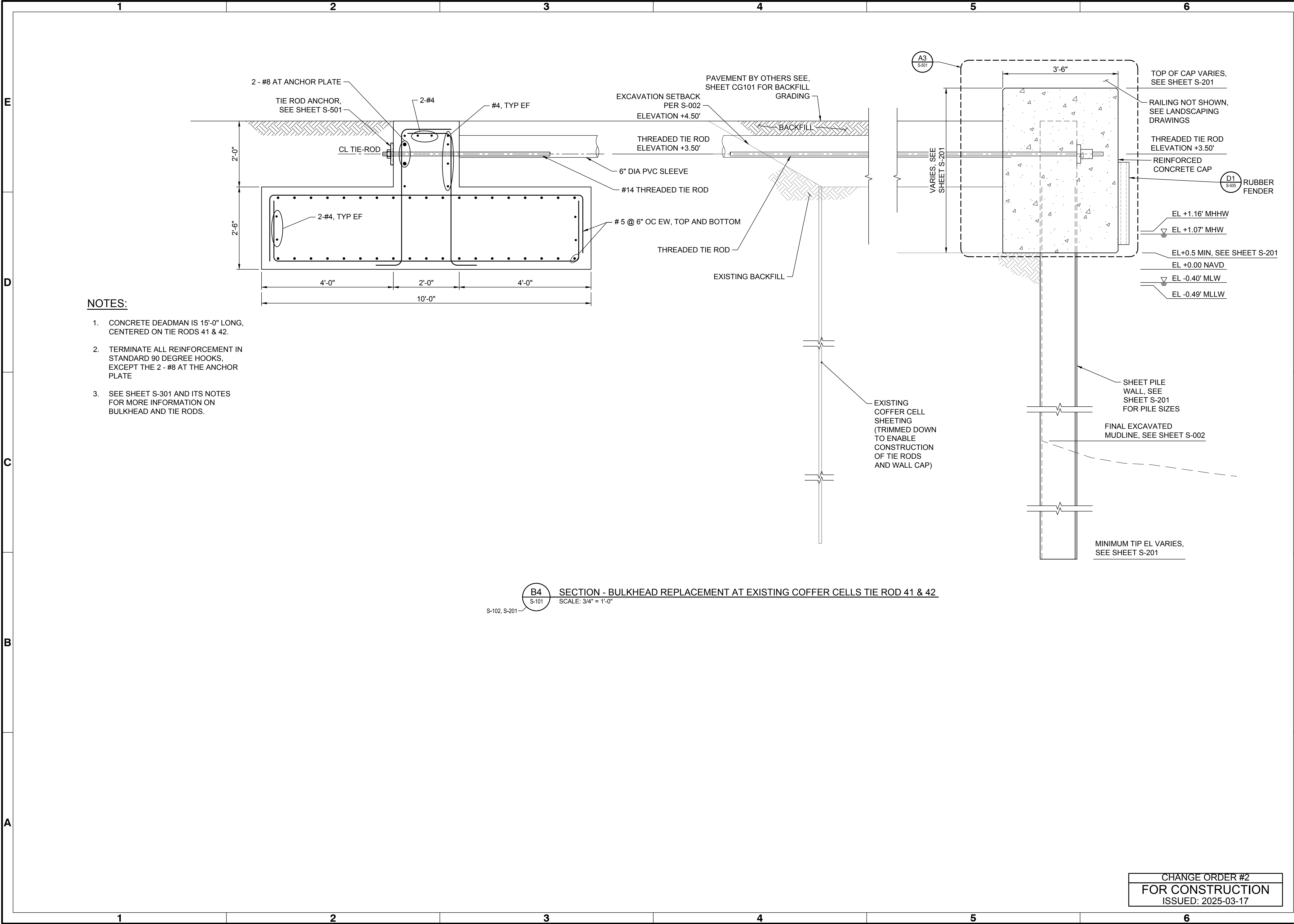


Sheet
Reference No.

S-101

INDEX: 23 OF 61





NOTES:

1. CONCRETE DEADMAN IS 15'-0" LONG, CENTERED ON TIE RODS 41 & 42.
2. TERMINATE ALL REINFORCEMENT IN STANDARD 90 DEGREE HOOKS, EXCEPT THE 2 - #8 AT THE ANCHOR PLATE
3. SEE SHEET S-301 AND ITS NOTES FOR MORE INFORMATION ON BULKHEAD AND TIE RODS.

B4
S-101

SECTION - BULKHEAD REPLACEMENT AT EXISTING COFFER CELLS TIE ROD 41 & 42
SCALE: 3/4" = 1'-0"

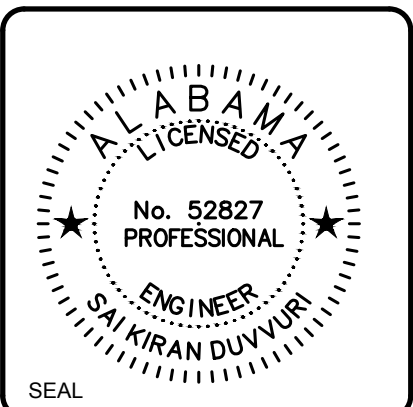
S-102, S-201



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MOBILE RIVERFRONT REDEVELOPMENT
BULKHEAD REPLACEMENT
SECTIONS - BULKHEAD
(3 OF 3)

Rev	2
Date:	03/14/25
Designed by:	IS
Drawn by:	JAD
Checked by:	SD
Reviewed by:	SD
Submitted by:	SAI DUVVURI, PE
Drawing Scale:	AS INDICATED
Plot scale:	1" = 10' (D SHEET)



Sheet
Reference No.
S-302A
INDEX: 29 OF 61

CHANGE ORDER #2
FOR CONSTRUCTION
ISSUED: 2025-03-17

Clements, Jake

From: Amberger, Nicholas
Sent: Wednesday, April 30, 2025 3:40 PM
To: Clements, Jake
Cc: Greene, Jennifer
Subject: RE: Contingency Allowance

Jake,

Please consider this as my concurrence on these items. We also need to capture/memorialize these items in a formal change order.

Thanks,
Nick

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Monday, April 28, 2025 11:29 AM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Cc: Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Contingency Allowance

Good morning Nick,

As discussed this past Friday in the meeting with Grants, I have attached 4 signed proposals from Rob'T J Baggett, Inc., detailing the 4 tasks that were executed and paid for with the Contingency Allowances (CA).

1. Removing Granite & Brick Pavers - \$22,676.00
2. Removing & Cleaning the Floating Dock - \$22,836.00
3. Relocation of Stockpile Soil - \$74,146.00
4. Additional Sheet Piles - \$16,883.00

Total for CA No.1-4 is \$136,541.00.

Please review and respond to this email approving the 4 tasks listed to be paid for with the Contingency Allowance.

Thank you,

Jake Clements
Project Manager
Programs & Project Management
City of Mobile
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org



Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.1 – Additional Demo at Cooper Riverside Park**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On March 14, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for additional demolition to remove granite and brick pavers for \$22,676.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. This work will not change the contract amount but will reduce the contingency allowance to \$177,324.00.

The removal of the granite and brick pavers were among the list of items part of the Owner Work Plan which were required to be accomplished before Rob'T J. Baggett, Inc. could mobilize to the site. This task was not included in the original scope of work and therefore was not included in the bid package. The anticipation was to be able to salvage the granite and brick pavers, but the factor of safety of the bulkhead and wharf structures required immediate action. In addition, having Rob'T J. Baggett, Inc. executing this task allowed for mobilization to the site and construction to begin to replace the structure.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.1

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 14, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Demo at Cooper Riverside Park

Mr. Clements:

We propose to provide labor, equipment and material to perform the following work....

- Removal of Granite Pavers – \$3,120.00
- Removal of Brick Pavers – \$19,556.00

Clarifications:

These prices include disposing of the pavers

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.2 – Remove Floating Dock and Clean**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On March 14, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for removal of the floating dock and cleaning for \$22,836.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.1 reduced the contingency allowance to \$177,324.00. This work will not change the contract amount but will reduce the contingency allowance to \$154,488.00.

The removal of the floating dock and cleaning were among the list of items part of the Owner Work Plan which were required to be accomplished before Rob'T J. Baggett, Inc. could mobilize to the site. This task was not included in the original scope of work and therefore was not included in the bid package. Rob'T J. Baggett, Inc. was the original contractor who installed the floating dock and was previously contracted by the City to remove the dock during emergencies. Therefore, making them the most suitable Contractor for this task.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.2

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 14, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Remove Floating Dock and Clean

Mr. Clements:

We propose to provide labor, equipment and material to remove the floating dock, haul to our yard to be cleaned and then haul to the City of Mobile's Boneyard for the lump sum total of Twenty-Two Thousand Eight Hundred Thirty-Six Dollars and 00/100, (\$22,836.00).

Clarifications:

- This price does NOT include unloading at the boneyard, the city will be responsible for unloading the dock structure pieces upon delivery.
- If RJ Baggett will need to unload there will be an additional cost for bringing equipment and labor to the boneyard to off load.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.3 – Relocation of Stockpiled Soil**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On September 12, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for Relocation of Stockpile Soil for \$74,146.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.2 reduced the contingency allowance to \$154,488.00. This work will not change the contract amount but will reduce the contingency allowance to \$80,342.00.

This includes all items/tasks referenced in the proposal, as well as covering all costs that would have occurred and satisfying the letter dated July 23, 2024, titled Cooper Riverside Park Construction Issues that the Contractor sent to the City. This task was unforeseen and not included in the original scope of work and therefore was not included in the bid package.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above referenced work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.3

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

September 12, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Relocation of Stockpiled Soil

Mr. Clements:

We propose to provide labor, equipment and material to relocate stockpiled material to RV city for the lump sum total of Seventy-Four Thousand One Hundred Forty-Six Dollars and 00/100, (\$74,146.00).

Clarifications:

- This price includes hauling approximately 3,275 CYIP from the site to RV city under the interstate. Base bid included using the parking lot per the bid drawings not having to haul off site.
- Price includes hauling approximately 15 loads of unknown debris from the site found during excavation. Includes wood piles, rail ties, rail and other misc concrete/wood debris.
- Includes Relocating the soil again after it had already been hauled to RV city per ALDOT.
- Includes, stone, hay bales, silt fence, visqueen and sandbags

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.3

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

July 23, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Cooper Riverside Park Construction Issues

Mr. Clements:

As you are aware we have dealt with a lot of issues since the onset of this project. We had a numerous delays at the beginning of this project due to the engineer of records prolonged responses to submittals and RFI's. We also had to wait on the city to remove the existing handrails, pavers, benches, etc which resulted in delays.

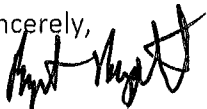
When we were finally able to mobilize to the site and proceed with the temporary shoring and excavation, we began running into a lot of unforeseen obstructions in the ground, from wood piling, concrete debris, rail ties, sheet pile walls, etc. This has caused major delays in getting the shoring installed and will more than likely continue to cause delays as we move forward with the excavation and installation of the deadman pipe piles landside. We are currently tracking this additional cost and will require compensation for this additional work.

Also during the bid process we were under the assumption (per the drawings) that we would be able to use the parking lot for reusable spoils but after the fact we are being told that material would have to be hauled to an area away from the site which is going to be an additional cost to our subcontractor that they did not have figured in his bid.

We will continue to work though these issues and make this a successful project, however you need to be aware of the unexpected issues we have been facing since the onset of the job which is costing us money. We will require additional compensation to account for these delays and unforeseen obstructions. We would be happy to set up a meeting to discuss these issues at your convenience.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive of Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.4 – Additional Sheet Piles**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On October 30, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for additional sheet piles for \$16,883.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.3 reduced the contingency allowance to \$80,342.00. This work will not change the contract amount but will reduce the contingency allowance to \$63,459.00.

This task is needed due to the new location of the new bulkhead. While driving sheet piles for the proposed bulkhead wall, obstructions were encountered preventing the sheet piles from being driven to the required tip elevation. The Contractor was then instructed by the Engineer of Record to probe in the area to find a potential path, free of obstructions, for the new bulkhead wall. This resulted in a new bulkhead wall path, approximately 3 feet and 4 inches east, which has increased the total linear feet of the new bulkhead and required additional sheet pile to be procured. This task was unforeseen and therefore was not included in the bid package.

It is recommended for the City of Mobile to have this work done by change order because the Contractor was already mobilized and had the required machinery and trades at the site, reducing unit costs. It would also allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.4

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

October 30, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Sheet Piles

Mr. Clements:

We propose to provide and install 2ea pairs of NZ19 at 50' long and recoat a single sheet (already on site) for the lump sum total of Sixteen Thousand Eight Hundred Eighty-Three Dollars and 00/100, (\$16,883.00).

Cost of new sheets and recoating existing sheet - \$12,683.00

Cost of Installation - \$4,200.00

Clarifications:

- The additional sheets are needed due to the new location of the new bulkhead wall.
- This price does include the installation of the new sheets.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

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 McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Brandi Woodruff / Ext 9608 PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: Brandi.Woodruff@mcgriff.com FAX (A/C, No):	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :LM Insurance Corporation		33600
INSURER B :Liberty Insurance Corporation		42404
INSURER C :The First Liberty Insurance Corporation		33588
INSURER D :Starr Indemnity & Liability Company		38318
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:7KZWE27P

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 ☒ Limited Job Site Pollution ☒ Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			TB5-Z51-291805-044	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2-Z51-291805-014	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			1000587178241	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2-Z51-291805-024 Includes USL&H for AL, LA, MS	06/30/2024	06/30/2025	☒ 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: Mobile Riverfront - Cooper Riverside Redevelopment Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

CERTIFICATE HOLDER

City of Mobile P.O. Box 1827 Mobile, AL 36633

CANCELLATION

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



ISSUED FOR CONSTRUCTION DOCUMENTS

Mobile Riverfront Redevelopment – South Coffey Cell – Change Order No 2

Prepared by

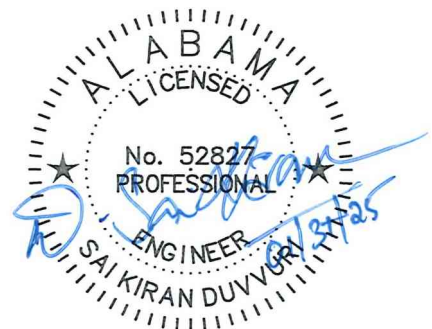


moffatt & nichol

11 North Water Street Suite 20220

Mobile, Alabama 36602

(T) 251-378-9000



January 31, 2025

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Change Order No. 2						
SCOPE	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (US DOLLARS)	TOTAL AMOUNT (US DOLLARS)
GENERAL CONDITIONS	1.0	Mobilization and Demobilization	LS	1		
	2.0	Vibration Monitoring	LS	1		
DEMOLITION & EARTHWORK	3.0	Demolition	LS	1		
	4.0	Landside Earthwork	LS	1		
	5.0	Waterside Excavation and Disposal	CY	580		
	6.0	Reimbursement for Damaged Concrete Pavement	SF	-		
BULKHEAD CONSTRUCTION	7.0	Bulkhead Wall	LF	55		
	8.0	Bulkhead Closures	LS	1		
	9.0	Tieback System	EA	6		
	10.0	Bulkhead Wall Cap	CY	36		
	11.0	Deadman Deck and Retaining Wall	CY	10		
	12.0	Museum Bulkhead Demolition Restoration	LS	1		
	13.0	Cathodic Protection System	LS	1		
		TOTAL AMOUNT	-----	-----	-----	

SECTION 01 10 00**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.01 SECTION INCLUDES**

The following generally defines the bid items as presented in the Schedule of Bid Items. This summary shall not be construed to restrict or limit the scope of work as required by the drawings and/or specifications. The intent of this section is to explain, in general, what is and is not included within each project bid item (item to be paid) and identify cut-off points where one bid item ends, and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. Bid Item Quantities are based on plan quantities and are for information only. Final Payment is based on satisfactory completion of each item at the total lump sum as shown in the Schedule of Bid Items. The lump sum price for each item shall include the furnishing of all labor, materials, tools, equipment, and incidentals to complete each bid item.

1.02 RELATED SECTIONS**PART 2 - PRODUCTS – NOT USED****PART 3 - EXECUTION – NOT USED****PART 4 - COMPENSATION****4.01 GENERAL****A. Bid Item 1.0: Mobilization and Demobilization**

1. This bid item consists of:
 - a. Mobilization of materials, equipment, personnel, and other pre-construction expenses necessary for start of the work as required to assemble and set up the project excluding the cost of construction material.
 - b. Demobilization of the above after completion of the project and cleanup of the site.
 - c. Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of mobilization to the work site and the remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization.
2. In the event that the ENGINEER considers the amount in this item, sixty percent (60%) and forty percent (40%) which represents mobilization and demobilization respectively, does not bear a reasonable relation to the cost of the Work in this contract, the ENGINEER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the ENGINEER will result in payment of actual mobilization costs, as determined by the ENGINEER at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the ENGINEER is not subject to appeal.

3. All costs connected with mobilization and demobilization of all the CONTRACTOR's plant, equipment, personnel, and those of his subcontractors and such others costs as may be denoted in the contract documents shall be paid for at the contract lump sum price.

B. Bid Item 2.0: Vibration Monitoring

1. This bid item consists of:
 - a. Installation, maintenance, and removal of vibration monitoring equipment for the existing Wallace tunnel.
 - b. Development of monitoring control program
 - c. Performance of preliminary pile driving vibration monitoring program.
 - d. Submission of vibration monitoring reports.
2. Payment shall be made at the Lump Sum bid price.

4.02 DEMOLITION & EARTHWORK

A. Bid Item 3.0: Demolition

1. This bid item consists of:
 - a. Demolition and removal of all items required for demolition; demolition and salvage of all items so indicated or specified.
 - b. These include, but are not limited to:
 - 1) Light pole and foundation
 - 2) Coffey Cell Steel Railing and Fendering
 - 3) Statue Foundation, Fountain, Stairs, Coffey Cell Brick and Concrete Wall, Planter Walls
 - 4) Concrete Pavement
 - 5) Coffey Cell Concrete Interior and Sheet Piling Caps
 - 6) Deadman Deck
 - 7) Coffey Cell Sheet Piling
2. Payment shall be made at the Lump Sum bid price.

B. Bid Item 4.0: Landside Earthwork

1. This bid item consists of:
 - a. All excavation, temporary stockpiling, disposal of excess materials, backfilling, and compaction performed landside of the coffer cell waterside perimeter, above the bottom of the coffer cell interior cap.
 - b. Sediment and erosion control measures.
2. Payment shall be made at the Lump Sum bid price.
3. No additional payment shall be made for over-excavation below the lines and grades shown in the Contract Drawings.

C. Bid Item 5.0: Waterside Excavation and Disposal

1. This bid item consists of:
 - a. Excavation and disposal of the soils waterside of the new bulkhead wall, within the coffer cell. These are located below the bottom of the coffer cell interior concrete cap.
2. Payment shall be made at the Unit bid price per Cubic Yard of in-place materials that are excavated and disposed.
3. No additional payment shall be made for over-excavation below the lines and grades shown in the Contract Drawings.

D. Bid Item 6.0: Reimbursement for Damaged Concrete Pavement

1. This bid item covers the cost for the contractor to reimburse the client for the repair or replacement of concrete pavement damaged during the course of work. The reimbursement will be calculated based on the estimated cost of materials, labor, and equipment required to restore the concrete pavement to its original condition, as determined by the Owner or their representative.
2. Payment will be made based on the contractor's submitted estimated cost to replace pavement in kind, subject to review by the Owner's representative and approval by the Owner. The contractor is required to provide itemized documentation of all estimated costs.
3. Damaged pavement shall be measured by the square foot of damaged pavement outside of the limits of demolition shown in the contract drawings.

4.03 BULKHEAD CONSTRUCTION

A. Bid Item 7.0: Bulkhead Wall

1. This bid item consists of:
 - a. Providing NZ42 sheet piles for new bulkhead wall.
 - b. Record survey of bulkhead alignment after installation.
2. Payment shall be made at the Unit bid price per plan Linear Feet of wall.

B. Bid Item 8.0: Bulkhead Closures

1. This bid item consists of:
 - a. Installation of compaction grout columns, post-installed rebars into existing concrete, and museum bulkhead restoration concrete placement to form closures of the new bulkhead wall between new and existing sheet piles.
2. Payment shall be made at the Lump Sum bid price.

C. Bid Item 9.0: Tieback System

1. This bid item consists of:
 - a. Providing all steel shapes and hardware for new tieback system including concrete pile plugs, steel pipes, tie-rod sleeves, #18 and #28 tie rods, couplers, nuts, washers, anchor plates, PVC sleeves, etc. based on the design shown in the plans, except as noted below.

- b. Transportation to the site and installation of 36" steel pipe deadman piles, which have already been procured by the Owner and are in storage.
- 2. Payment shall be made at the Unit bid price per Each tieback.
- D. Bid Item 10.0: Bulkhead Wall Cap
 - 1. This bid item consists of:
 - a. Providing the new bulkhead wall cast-in-place concrete cap
 - 2. Payment shall be made at the Unit bid price per Cubic Yard of concrete.
- E. Bid Item 11.0: Deadman Deck and Retaining Wall
 - 1. This bid item consists of:
 - a. Providing the cast-in-place concrete deck above the existing deadman beams and integral retaining wall.
 - 2. Payment shall be made at the at the Unit bid price per Cubic Yards of concrete.
- F. Bid Item 12.0: Museum Bulkhead Demolition Restoration
- G. This bid item consists of:
 - a. Reconstruction of the existing museum bulkhead platform where selectively demolished for construction of the new bulkhead.
- 2. Payment shall be made at the at the Lump Sum Bid Price.
- H. Bid Item 13.0: Cathodic Protection System
 - 1. This bid item consists of:
 - a. Designing and providing of the cathodic protection system for the new bulkhead wall.
 - b. Dive inspection and repair, if required, of the existing cathodic protection system for the museum bulkhead within the project limits.
 - 2. Payment shall be made at the Lump Sum bid price.

***** END OF SECTION *****

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Agreement, General Conditions of the Contract, Supplemental General Conditions of the Contract, Special Provisions, Technical Specifications, and Construction Drawings, Addenda and Modifications are binding on all Work required for this Project.
- B. Mobile Riverfront Bulkhead Development – Phase 1 – South Coffey Cell Construction Drawings Issued for Bid / Issued for Construction Drawings and Technical Specifications prepared by Moffatt & Nichol dated January 31, 2025.

1.02 PERMITS

The Regulatory Permits: The Contractor shall abide by provisions stipulated in the Regulatory Permits received for this Project. The Regulatory Permits include the following:

- A. US Army Corps of Engineers (ACOE) Nationwide Permit No. SAM 2023-00241-LML dated April 7, 2023.
- B. City of Mobile Building Department Permit - Contractor to Obtain (fees excluded)

1.03 SCOPE OF WORK

The work covered by these specifications consists of furnishing all equipment, materials, and labor, and performing all operations required for construction of the work located in Mobile, AL, herein termed Mobile Riverfront South Coffey Cell, as described and in accordance with the Contract Documents. Major tasks associated with these items of work are included but are not limited to the following.

- A. Mobilization and Demobilization
- B. Demolition
- C. Turbidity and Erosion Control Measures
- D. Earthwork and Compaction
- E. Construction of Bulkhead and Tieback System
- F. Construction of Deadman Deck and Retaining Wall
- G. Instrumentation and Monitoring of Wallace Tunnel
- H. New Bulkhead Cathodic Protection System and Inspection of Existing Museum Bulkhead System
- I. All Miscellaneous Requirements Not Specifically Noted Here but Required by the Plans and Specifications.

1.04 LAYOUT OF THE WORK

The Owner shall provide information to the Contractor regarding benchmarks for the project. The Contractor shall be responsible for all detailed construction survey and stakeout.

1.05 EXCLUSIONS

The following is excluded from the Contractor's Scope of Work:

- A. Regulatory permitting:
 - 1. Commencement and closeout notification to ACOE and ADCNR, to be completed by Owner's Engineer.
- B. Work to be performed by Owner:
 - 1. The Owner will remove the existing statue from its pedestal prior to the beginning of any onsite activity by the contractor. See construction drawings V-101 and V-901.
- C. Procurement of deadman steel pipe piling:
 - 1. The Owner has already procured the deadman pipe piling, which is currently stored by the Owner at an offsite location. The Contractor is responsible for loading, transporting, and unloading the piling at the site.
 - 2. The storage location's address is 850 Owens St, Mobile, AL 36604.

1.06 MATERIALS AND METHODS

All materials and methods of construction used on this Project shall conform to the qualifications established by the Contract Documents.

1.07 PROJECT REFERENCES

- A. Geotechnical report prepared by Geotechnical Engineering-Testing, Inc, dated March 15, 2023.
 - 1. Refer to Appendix A.
- B. Underwater Inspection Finding Report prepared by Moffatt & Nichol, dated September 1, 2022. (Moffatt & Nichol Project No. 10961-04)
 - 1. Refer to Appendix B.
- C. Topographical Property Boundary Survey prepared by McCrory Williams dated January 13, 2023. Topographical Survey prepared by Rowe Engineering and Surveying dated January 13, 2023.
 - 1. Refer to Appendix C.
- D. Bathymetric Survey prepared by Rowe Engineering and Surveying dated October 3, 2022. Surveyor of Record, Cecil Hudson, PLS (29983).
 - 1. Refer to Appendix D.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings and property boundaries.
- B. Provide access to and from site as required by law and by Owner.

- C. Do not obstruct the access route to the site by parking construction equipment or personnel vehicles outside of construction fence along the museum bulkhead.
- D. The site is immediately adjacent to the museum bulkhead, and further south the cruise terminal. Vessels will moor at these locations during construction. At the beginning of work, coordinate with the Owner to establish the location of work barges and required offsets between barges and moored vessels.
- E. Utility Systems
 - 1. Maintain access to existing piping, valves, fittings and fire hydrants. If necessary to restore access, promptly move equipment and materials for the work.
 - 2. Except for work specifically covered by this project, do not adjust components of the existing systems without prior approval by the Owner.

1.09 EXISTING WORK

- A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which must remain.

1.10 SUPERVISION AND SUPERINTENDENT

The Contractor or competent Superintendent must be on the Project when construction activities are taking place. The Superintendent shall supervise, direct, and control the Contractor's operations, personnel, work and the Subcontractor's operations. The Contractor shall give the Owner and Engineer written notification of the name of the Superintendent. The Superintendent shall be employed by the General Contractor and shall be assigned to the project full-time. The Superintendent shall be incidental to mobilization. A copy of the Drawings and Specifications shall be available on the project site at all times.

1.11 INSPECTION

- A. The Contractor shall keep the Owner or duly appointed representative fully informed of contract operations and plans so that a representative may arrange to be present at various times that work is being performed.
- B. Contractor's Work Log & Monthly Report
 - 1. The Contractor shall complete the daily work log at the end of each working day and make available to the Owner upon request.
 - 2. The Contractor shall prepare and submit a monthly progress report with sufficient detail and figures to clearly represent the work completed, hindrances, and progress as it relates to the contract schedule. Progress report will be reviewed each month with Owner prior to submitting pay application.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

***** END OF SECTION *****

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTALS

- A. The Contractor shall submit the following in accordance with the Contract Documents. Note that approval of the submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.
- B. Closeout Submittals
 - 1. Project Record Documents and Samples.
 - a. As-Built Drawings
 - 2. Final Inspections.
 - a. Dive Inspection of Existing Museum Bulkhead Cathodic Protection System
 - b. Cathodic Protection System Repair Procedures and Completion Report (if required)

1.02 PROJECT RECORD DOCUMENTS AND SAMPLES

- A. As-Built Drawings
 - 1. As work progresses, the Contractor shall keep an up-to-date set of as-built drawings. As-built drawings are the latest set of as-bid documents including addenda and revisions in place prior to formal Notice to Proceed with red line or text marks made on the drawings or attachments made therewith. Such marks or attachments shall be a complete and comprehensive reference to all changes to as-bid documents.
 - 2. Maintain the as-built drawings using one set of full-size contract drawings kept at the jobsite, which shall be available for review by the Engineer at all times. Upon completion of the work, deliver the marked set of prints to the Engineer. Requests for partial payments will not be approved until the marked prints are delivered to the Engineer.
 - 3. Delivery of the as-built drawings to the Engineer shall be accompanied by the following required surveys performed during construction:
 - a. Existing Coffe Cells, Museum Bulkhead, and Deadman Survey and Documentation
 - b. As-Built Bulkhead Wall Piling Survey
- B. Dive Inspection of Existing Museum Bulkhead Cathodic Protection System
 - 1. After completion of construction and de-mobilization of all barges, utilize divers to locate and inspect the existing museum bulkhead cathodic protection system, shown on the construction drawing reference sheets.
 - 2. Inspect the wiring to ensure that it has not been cut by barge spud piles or any dropped construction demolition debris.

3. Inspection shall occur from the north end of the anodes and wiring to the greater distance of the east corner of the new bulkhead or the southernmost location of barge spudding during construction.
 4. Submit a report confirming whether any discontinuities were encountered and their locations.
- C. Cathodic Protection System Repair Procedures and Completion Report
1. If the inspection report encounters discontinuous wires, submit repair procedures to re-splice the wires using waterproof splices.
 2. After approval of repair procedures, perform repairs and submit completion report confirming repair of each location and representative photos of repairs.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

***** END OF SECTION *****

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
 - 2. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
 - 3. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
 - a. Part 61 – National Emission Standards for Hazardous Air Pollutants.
 - b. Part 82 – Protection of Stratospheric Ozone.
 - c. Part 273 – Standards for Universal Waste Management.

1.02 DEFINITIONS

- A. ACM: Asbestos-containing material.
- B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof. Demolition also includes removal of pipes, manholes tanks, conduit, and other underground facilities, whether as a separate activity or in conjunction with construction of new facilities.
- C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.
- D. Relocate: Remove, protect, clean, and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.
- E. Renovation: Altering a facility or one or more facility components in any way.
- F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. Submit proposed demolition/renovation plan, in accordance with requirements specified herein, for approval before such Work is started.
 - 2. Submit proposed construction phasing plan, in accordance with requirements specified herein, for approval before such Work is started.

3. Submit copies of any notifications, authorizations and permits required to perform the Work.
 4. Copies of reports and other documentation are required for abandoning wells.
- B. Existing Buried Structures Survey and Documentation
- C. Existing Light Pole Wiring Records

1.04 REGULATORY AND SAFETY REQUIREMENTS

- A. When applicable, demolition Work shall be accomplished strictly per 29 CFR 1926-Subpart T.
- B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6.

1.05 DEMOLITION/RENOVATION PLAN

- A. The demolition/renovation plan shall provide for safe conduct of the Work and shall include:
1. Detailed description of methods and equipment to be used for each operation, including protection for public, property, and workers.
 2. Contractor's planned sequence of operations, including coordination with other work in progress.
 3. Disconnection schedule of utility services.
- B. After the submittal is reviewed by the Engineer, a pre-construction meeting will be held to discuss the Engineer's comments and concerns while obtaining feedback from the contractor. The submittal revision shall incorporate changes determined by the meeting.

1.06 CONSTRUCTION PHASING PLAN

- A. The construction phasing plan shall provide for safe conduct of the Work and shall include:
1. Sequence of each activity described in the construction phasing notes with the Drawings, as pertains to the contractor's proposed means and methods, including any proposed deviations from those notes.
 2. Any additional activities required for the contractor's means and methods of constructing the work.
- B. After the submittal is reviewed by the Engineer, a pre-construction meeting will be held to discuss the Engineer's comments and concerns while obtaining feedback from the contractor. The submittal revision shall incorporate changes determined by the meeting.

1.07 EXISTING BURIED STRUCTURES SURVEY AND DOCUMENTATION

- A. Limited drawings are available from the construction of the museum waterfront, which raised grade at the south coffer cell, capped the cell interior with concrete, raised the perimeter sheet piling concrete cap, and added the stairs and planter walls. Only drawings for the bulkhead are available, and in some places they conflict with recent at-grade surveys. The construction drawing details for interfacing with the existing structures have been developed on assumed conditions from the available drawings and survey and may differ from actual conditions. Therefore, after excavation has exposed the buried structures, and limited demolition of surface

features has been performed, survey and documentation of the structures is required to confirm existing conditions so that the construction drawings may be revised as required.

- B. The buried structures of interest, as well as survey and documentation requirements, are listed on construction drawing S-003.
- C. Submit the survey to the Engineer for review as a georeferenced electronic file which can be incorporated into AutoCAD software. Each survey point shall have horizontal and vertical coordinates in the project datum.
- D. Demolition of below-grade structures may not begin until the survey and documentation has been reviewed and the construction drawings updated.

1.08 Existing Light Pole Wiring Records

- A. The pathing of electrical wiring to and from the light pole foundation to be demolished is unknown. Survey all buried conduit uncovered excavation and demolition before removing it.
- B. Submit the following records:
 - a. Surveyed buried conduit pathing
 - b. Estimated conduit pathing from pre-demolition utility tracing
 - c. Location of feed source for the light pole and the identification of its circuit
 - d. Plan for terminating electrical feed in an approved manner

1.09 COFFER CELL FILL

- A. The few available drawings of the coffer cell from the Wallace Tunnel construction do not refer to its fill. Refer to project boring L-4, performed in one of the two coffer cells north of the tunnel. Boring L-5, performed in the south coffer cell, was obstructed at the pavement level.
- B. Dive inspection of the coffer cell piling in 2022 reported multiple holes in the sheet piling with loss of fill. Refer to Appendix B. Therefore, there may be soil subsidence within the cell below the interior concrete cap.
- C. The same inspection reported rock within the holes in the piling where the cell piling contacts the existing deadman, at the west closure.

1.10 SEQUENCING AND SCHEDULING

- A. The Work of this Specification shall not commence until Contractor's demolition/renovation plan has been approved by the Engineer.
- B. Include the Work of this Specification in the progress schedule.

1.11 USE OF EXPLOSIVES

Not permitted.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR RENOVATED

- A. Facilities:
 - 1. Not applicable.
- B. Structures:
 - 1. All structures listed herein shall be removed in the sequence on construction drawing S-002.
 - 2. The light pole foundation, planter walls, fountain, stairs, and statue pedestal, shall be demolished in their entirety.
 - 3. The light pole and its luminaire shall be removed and salvaged. See storage requirements on the demolition drawings.
 - 4. The deadman deck, coffer cell interior concrete cap, coffer cell sheet piling concrete cap, and attached rubber fendering shall be fully demolished within the limits shown in the construction drawings.
 - 5. The steel railing attached to the coffer cell sheet piling concrete cap shall be removed and salvaged. See storage requirements on the demolition drawings.
 - 6. The museum bulkhead shall be partially demolished within the limits shown in the construction drawings, which are intended to above avoid interference with the load path that ties the museum bulkhead sheet piling to the relieving platform.
 - 7. The coffer cell sheet piling shall be removed to existing mudline to the limits shown in the construction drawings.
- C. Relocation of Utilities and Related Equipment:
 - 1. Notify Owner or appropriate utilities to turn off affected services at least 48 hours before starting demolition or renovation activities.
 - 2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by Engineer.
 - 3. When utility lines are encountered that are not indicated on the Drawings, notify Engineer and Owner prior to further work in that area.
 - 4. Terminate existing buried electrical conduit routed between existing light pole foundations as follows:
 - a. Pull conductor out of conduit back to the nearest light pole to remain, while simultaneously pulling through detectable tracing tape.
 - b. Demolish conduit to the limits of excavation.
 - c. Provide a permanent leak-proof cap or plug for conduit.
- D. Paving and Slabs:
 - 1. Demolish concrete paving and slabs, including aggregate base, as indicated.

2. Provide neat saw cuts at limits of pavement removal as indicated.

E. Concrete:

1. Core drill corners of new openings to avoid overcutting adjacent reinforcing in existing concrete to remain. Sawcut concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished Work, and the remaining concrete is sound.
2. At locations where the broken faces cannot be concealed, grind smooth or saw cut entirely through the concrete. Repair exposed rebar ends and embeds as shown on Drawings.
3. Where new concrete adjoins existing concrete, thoroughly clean and mechanically roughen existing concrete surfaces to roughness profile of 1/4 inch. Rebar and small embeds at existing concrete may be required to remain to engage new concrete. Saturate surface with water for 24 hours prior to placing new concrete. The new Work shall tie into the existing construction as shown in the Drawings.

F. Electrical:

1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.
2. Rework existing circuits or provide temporary circuits as necessary during renovation to maintain service to existing lighting and equipment not scheduled to be renovated. Existing equipment and circuiting shown are based upon limited field surveys. Verify existing conditions, make all necessary adjustments, and record the Work on the Record Drawings. This shall include, but is not limited to, swapping and other adjustments to branch circuits and relocation of branch circuit breakers within panelboards as required to accomplish the finished work.

3.02 PROTECTION

A. Dust and Debris Control:

1. Prevent the spread of dust and debris and avoid the creation of nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.
2. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic.

B. Traffic Control Signs: Where pedestrian or driver safety could be endangered in the area of removal Work, use traffic barricades with flashing lights.

C. Existing Work:

1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of the Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.
3. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under

this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.

4. Do not overload pavements to remain.
- D. Weather Protection: Protect at all times materials and equipment from weather.
- E. Facilities:
 1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
 2. Floors, roofs, walls, columns, pilasters, and other structural elements that are designed and constructed to stand without lateral support or shoring and are determined by Contractor to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Engineer.
 3. Protect all facility elements not scheduled for demolition.
 4. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.
- F. Protection of Personnel:
 1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.
 2. Provide temporary barricades and other forms of protection to protect Owner's personnel and public from injury due to demolition Work.
 3. Provide protective measures as required to provide free and safe passage of Owner's personnel and public to occupied portions of the structure.

3.03 BURNING

The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.04 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Clean all items to be relocated prior to reinstallation, to the satisfaction of Engineer. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by Engineer.

3.05 BACKFILL

- A. Do not use demolition debris as backfill material, unless otherwise noted on the drawings.
- B. Fill excavations and other hazardous openings to 1 ft below existing grade in accordance with Section 31 00 00, Earthwork.

3.06 TITLE TO MATERIALS

- A. All items designated to be removed shall become the property of Contractor.

- B. Title to equipment and materials resulting from demolition is vested in the Contractor upon approval by Engineer of Contractor's demolition/renovation plan, and the resulting authorization by Engineer to begin demolition.
- C. All items designated to be salvaged shall be safely stored and protected from damage on the site, at a location determined by the Owner.

3.07 DISPOSITION OF MATERIAL

- A. Do not remove equipment and materials without the Engineer's approval of the Contractor's demolition/renovation plan.
- B. Repair or replace, at the discretion of Engineer, items damaged during removal or storage.
- C. Owner will not be responsible for the condition or loss of, or damage to, property scheduled to become Contractor's property after Engineer's authorization to begin demolition. Materials and equipment shall not be viewed by prospective purchasers or sold on the Site.

3.08 REUSE OF MATERIALS AND EQUIPMENT

- A. Remove and store materials and equipment listed to be reused or relocated to prevent damage and reinstall as the Work progresses.
- B. Properly store and maintain equipment and materials in same condition as when removed.
- C. Store equipment and material designated to be reused in a location designated by Owner.
- D. Equipment and material designated to be reused shall be cleaned, serviced and checked for proper operability before being put back into service.
- E. Engineer will determine the condition of equipment and materials prior to removal.

3.09 UNSALVAGEABLE MATERIAL

- A. Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed off-site in a legal manner.
- B. Combustible material shall be disposed of off the Site.

3.10 CLEANUP

Debris and rubbish shall be removed from basement and similar excavations. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

***** END OF SECTION *****

SECTION 03 31 30

MARINE CONCRETE

PART 1 - GENERAL

1.01 SCOPE

- A. The work includes the furnishing of all material and equipment and the performing of all labor necessary to provide marine cast-in-place concrete as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The work shall include but is not limited to:
 - 1. Bulkhead wall cap
 - 2. Deadman pipe pile concrete infill
 - 3. Deadman deck and retaining wall
 - 4. Existing museum bulkhead restoration
 - 5. Drilled and epoxied rebar dowels and adhesive epoxy.

1.02 RELATED SECTIONS

Section 05 50 13	Miscellaneous Metal Fabrications
Section 31 41 16	Steel Sheet Piling
Section 31 62 16	Steel Pipe Piles

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Concrete Institute International (ACI)
 - ACI 117 (R2015) Specifications for Tolerances for Concrete Construction and Materials and Commentary
 - ACI 207.1 (R2021) Guide to Mass Concrete
 - ACI 211.1 (1991; R 2009) Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
 - ACI 301 (2020) Specifications for Structural Concrete
 - ACI 302.1R (2015) Guide for Concrete Floor and Slab Construction
 - ACI 304.2R (2017) Placing Concrete by Pumping Methods
 - ACI 304R (2000; R 2009) Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - ACI 305R (2020) Guide to Hot Weather Concreting

ACI 306.1	(1990; R 2002) Standard Specification for Cold Weather Concreting
ACI 306R	(2016) Guide to Cold Weather Concreting
ACI 308	(2016) Guide to External Curing of Concrete
ACI 308.1	(2011) Specification for Curing Concrete
ACI 318	(2019) Building Code Requirements for Structural Concrete and Commentary
ACI 347	(2014) Guide to Formwork for Concrete
ACI SP-2	(2011) ACI Manual of Concrete Inspection
ACI SP-66	(2004) ACI Detailing Manual
C. American Hardboard Association (AHA)	
AHA A135.4	(1995; R 2004) Basic Hardboard
D. American Welding Society (AWS)	
AWS D1.4/D1.4M	(2018) Structural Welding Code - Reinforcing Steel
E. ASTM International (ASTM)	
ASTM A615/A615M	(2020) Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706/A706M	(2016) Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A934/A934M	(2019) Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064/A1064M	(2018a) Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31/C31M	(2021a) Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33/C33M	(2018) Standard Specification for Concrete Aggregates
ASTM C39/C39M	(2021) Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	(2020) Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M	(2021) Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C94/C94M	(2021b) Standard Specification for Ready-Mixed Concrete
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2 inch Cube Specimens)
ASTM C143/C143M	(2020) Standard Test Method for Slump of Hydraulic-Cement Concrete

ASTM C150/C150M	(2021) Standard Specification for Portland Cement
ASTM C172/C172M	(2017) Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173/C173M	(2016) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C192/C192M	(2019) Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M	(2017a) Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260/C260M	(2016) Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C295/C295M	(2019) Petrographic Examination of Aggregates for Concrete
ASTM C311/C311M	(2018) Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete
ASTM C494/C494M	(2019) Standard Specification for Chemical Admixtures for Concrete
ASTM C595/C595M	(2021) Standard Specification for Blended Hydraulic Cements
ASTM C618	(2019) Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C920	(2018) Standard Specification for Elastomeric Joint Sealants
ASTM C989/C989M	(2018a) Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017/C1017M	(2013; E 2015) Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	(2017) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C1107/C1107M	(2020) Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM C1157/C1157M	(2020a) Standard Specification for Hydraulic Cement
ASTM C1260	(2021) Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	(2021) Standard Test Method for Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602/C1602M	(2018) Standard Specification for Mixing Water Used in Production of Hydraulic Cement Concrete

ASTM D1751	(2018) Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	(2018) Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion
ASTM D2628	(2016) Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
ASTM D5759	(2020) Characterization of Coal Fly Ash and Clean Coal Combustion Fly Ash for Potential Uses
ASTM D6690	(2021) Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM E329	(2021) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
F.	Concrete Reinforcing Steel Institute (CRSI)
CRSI 10MSP	(2009; 28th Ed) Manual of Standard Practice
G.	National Institute of Standards and Technology (NIST)
NIST PS 1	(2009) DOC Voluntary Product Standard PS 1-07, Structural Plywood
H.	U.S. Army Corps of Engineers
CRD-C661	(2006) Antiwashout Admixtures for Concrete

1.04 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Concrete Curing Plan
 - 2. Concrete Pumping Plan
 - 3. Independent Testing Laboratory Accreditation
 - 4. Independent Concrete Testing Agency Qualification
 - 5. Concrete Field Technician
 - 6. Form Removal Schedule
 - 7. Hot Weather Concrete Plan
 - 8. Cold Weather Concrete Plan (if used)
 - 9. Mass Concrete Plan (if used)
- C. Shop Drawings
 - 1. Reinforcing Steel

- D. Product Data
 - 1. Joint Sealants
 - 2. Joint Filler
 - 3. Aggregates
 - 4. Cementitious Materials
 - 5. Concrete Curing Materials
 - 6. Reinforcement
 - 7. Headed Bar Anchorages
 - 8. Admixtures
 - 9. Mechanical Reinforcing Bar Connectors
 - 10. Form Release Agent
 - 11. Pre-packaged Grout
 - 12. Adhesive epoxy for rebar dowels
- E. Design Data
 - 1. Concrete Mix Design
 - 2. Cast-in-Place Concrete
- F. Test Reports
 - 1. Concrete Mix Design
 - 2. Concrete Density
 - 3. Fly Ash
 - 4. Pozzolan
 - 5. Ground Granulated Blast-Furnace Slag
 - 6. Aggregates
 - 7. Admixtures
 - 8. Compressive Strength Tests
 - 9. Air Content
 - 10. Slump Tests
 - 11. Water
 - 12. Grout
- G. Certificates
 - 1. Reinforcing Bars
 - 2. Welder Qualifications
- H. Manufacturer's Instructions

1. Admixtures
2. Adhesive epoxy for rebar dowels
- I. Batch Tickets: Submit a delivery ticket from the concrete supplier with each batch delivered to the site setting forth the following information:
 1. Name of supplier
 2. Name of batching plant and location
 3. Serial number of ticket
 4. Date
 5. Truck number and batch number
 6. Specific job designation
 7. Volume of concrete (cubic yards)
 8. Specific class of concrete
 9. Time loaded and amount of water added
 10. Type and brand of cement and cementitious material
 11. Weight of cement and cementitious material
 12. Maximum size of aggregates
 13. Weights of coarse and fine aggregates, respectively
 14. Type and amount of admixtures
 15. Mix design designation
 16. Weight of water and water-cement ratio

1.05 DEFINITIONS

- A. "Cementitious material" as used herein shall include all portland cement, pozzolan, fly ash, ground granulated blast-furnace slag, and silica fume.
- B. "Exposed to view" means situated so that it can be seen from eye level from a normally accessible location after completion of the facility.
- C. "Chemical admixtures" are materials in the form of powder or fluids that are added to the concrete to give it certain characteristics not obtainable with plain concrete mixes.
- D. "Supplementary cementing materials" (SCM) include coal fly ash, silica fume, granulated blast-furnace slag, natural or calcined pozzolans, and ultra-fine coal ash when used in such proportions to replace the portland cement that result in improvement to sustainability and durability and reduced cost.
- E. "Cast-in-place concrete" includes all structural concrete.
- F. "Design strength" (f_c) is the specified compressive strength of concrete at time(s) specified in this section to meet structural design criteria.
- G. "Mixture proportioning" is the process of designing concrete mixture proportions to enable it to meet the strength, service life and constructability requirements of the project while minimizing the initial and life-cycle cost.

- H. "Mixture proportions" are the masses or volumes of individual ingredients used to make a unit measure (cubic meter or cubic yard) of concrete.
- I. "Pozzolan" is a siliceous or siliceous and aluminous material, which in itself possesses little or no cementitious value but will, in finely divided form and in the presence of moisture, chemically react with calcium hydroxide at ordinary temperatures to form compounds possessing cementitious properties.
- J. "Workability (or consistency)" is the ability of a fresh (plastic) concrete mix to fill the form/mold properly with the desired work (vibration) and without reducing the concrete's quality. Workability depends on water content, chemical admixtures, aggregate (shape and size distribution), cementitious content, and age (level of hydration).

1.06 MODIFICATION OF REFERENCES

Accomplish work in accordance with ACI publications except as modified herein. Consider the advisory or recommended provisions to be mandatory. Interpret reference to the "Building Official," the "Engineer," and the "Architect/Engineer" to mean the Engineer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Follow ACI 301, ACI 304R, and ASTM A934/A934M requirements and recommendations. Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Do not store concrete sealers with materials that have a high capacity to adsorb volatile organic compound (VOC) emissions. Do not store concrete sealers in occupied spaces.
- B. Reinforcement: Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting. Protect from contaminants such as grease, oil, and dirt. Ensure bar sizes can be accurately identified after bundles are broken and tags removed.

1.08 QUALITY ASSURANCE

- A. Design Data
 - 1. Concrete Mix Design: Forty-five days minimum prior to concrete placement, submit a mix design for each strength and type of concrete. Submit a complete list of materials including type; brand; source and amount of cement, complementary cementitious materials, and admixtures; and applicable reference specifications. Submit mill test and all other tests for cement, complementary cementitious materials, aggregates, and admixtures. Provide documentation of maximum nominal aggregate size, gradation analysis, percentage retained and passing sieve, and a graph of percentage retained verses sieve size. Provide mix proportion data using at least three different water-cementitious material ratios for each type of mixture, which produce a range of strength encompassing those required for each type of concrete required. If source material changes, resubmit mix proportion data using revised source material. Provide only materials that have been proven by trial mix studies to meet the requirements of this specification, unless otherwise approved in writing by the Engineer. Indicate clearly in the submittal where each mix design is used when more than one mix design is submitted. Resubmit data on concrete components if the qualities or source of components changes. For previously approved concrete mix designs used within the past twelve months, the previous mix design may be re-submitted without further trial batch testing if accompanied by material test data conducted within the last six months. Obtain mix design approval from the Engineer prior to concrete placement.

2. All test reports and certificates submitted for concrete mix design approval shall be less than 6 months old.
- B. Shop Drawings
1. Reinforcing Steel: ACI SP-66. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, shapes, dimensions, and details of bar reinforcing, accessories, and concrete cover. Do not scale dimensions from structural drawings to determine lengths of reinforcing bars. Reproductions of contract drawings are unacceptable.
- C. Control Submittals
1. Concrete Curing Plan: Submit proposed materials, methods, and duration for curing concrete elements in accordance with ACI 308.1.
 2. Concrete Pumping Plan: Submit proposed materials and methods for pumping concrete. Submittal shall include mix designs, pumping equipment including type of pump and size and material for pipe, and maximum length and height concrete is to be pumped.
- D. Material Safety Data Sheets: Submit Material Safety Data Sheets (MSDS) for all materials that are regulated for hazardous health effects. MSDS shall be readily accessible during each work shift to employees when they are at the construction site.
- E. Test Reports
1. Fly Ash and Pozzolan: Submit test results in accordance with ASTM C618 for fly ash and pozzolan.
 2. Ground Granulated Blast-Furnace Slag: Submit test results in accordance with ASTM C989/C989M for ground granulated blast-furnace slag.
 3. Aggregates: ASTM C1260 for potential alkali-silica reactions, ASTM C295/C295M for petrographic analysis.
- F. Field Samples
1. Field Testing Technician(s) and Independent Testing Agency must be provided by the Contractor.
 - a. Work on concrete under this contract will be performed by an ACI Concrete Field-Testing Technician Grade 1 qualified in accordance with ACI SP-2 or equivalent. Equivalent certification programs will include requirements for written and performance examinations as stipulated in ACI SP-2.
 - b. Testing agencies that perform testing services on reinforcing steel must meet the requirements of ASTM E329.
 - c. Testing agencies that perform testing services on concrete materials must meet the requirements of ASTM C1077.
- G. Independent Testing Laboratory Qualifications for Concrete Qualification Testing: The Contractor-provided concrete testing laboratory must have the necessary equipment and experience to accomplish required testing. The laboratories performing the tests shall be accredited in accordance with ASTM C1077, including ASTM C78/C78M and ASTM C1260. The accreditation shall be current and shall include the required test methods, as specified. The laboratory must be Concrete Reference Laboratory (CCRL) inspected. Furthermore, the testing shall comply with the following requirements:
- H. Acceptance Testing: Furnish all materials, labor, and facilities required for molding, curing, testing, and protecting test specimens at the site and in the laboratory. Furnish and maintain

boxes or other facilities suitable for storing and curing the specimens at the site while in the mold within the temperature range stipulated by ASTM C31/C31M.

1.09 QUALIFICATIONS FOR WELDING WORK

- A. Welding procedures shall be in accordance with AWS D1.4/D1.4M.
- B. Verify that Welder qualifications are in accordance with AWS D1.4/D1.4M or under an equivalent qualification test approved in advance. Welders are permitted to do only the type of welding for which each is specifically qualified.

PART 2 - PRODUCTS

2.01 MATERIALS FOR FORMS

- A. Provide wood, plywood, or steel. Use plywood or steel forms where a smooth form finish is required.
- B. Wood Forms: Provide lumber that is square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects. Provide plywood that complies with NIST PS 1, B-B concrete form panels or better or AHA A135.4, hardboard for smooth form lining.
- C. Concrete Form Plywood (Standard Rough): Provide plywood that conforms to NIST PS 1, B-B, concrete form, not less than 5/8-inch thick.
- D. Steel Forms: Provide steel form surfaces that do not contain irregularities, dents, or sags.

2.02 FORM TIES AND ACCESSORIES

Provide a form tie system that does not leave mild steel after break-off or removal any closer than 2 inches from the exposed surface. Do not use wire alone. Form ties and accessories shall not reduce the effective cover of the reinforcement.

2.03 CONCRETE MIX DESIGN

- A. Contractor-Furnished Mix Design: ACI 211.1, 211.2, ACI 301, ACI 318 and ACI 304.2R except as otherwise specified. Indicate the compressive strength (f'c) of the concrete for each portion of the structure(s) as specified below.
 - 1. Cast-in-Place Concrete (normal-weight): Applies to all locations except the existing deadman beams infill. Proportion concrete mixture as follows:
 - a. Minimum Compressive Strength: 5000 psi at 28 days for cast-in-place concrete
 - b. Maximum Water-Cementitious Materials Ratio: 0.40.
 - c. Slump: Range of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, 6-8" after adding high-range water-reducing admixture.
 - d. Air Content: Range of 5 to 8 percent.
 - e. Water-reducing admixtures are required for all marine concrete.
 - f. Anti-washout admixture is only required for the museum bulkhead restoration if the forms cannot be kept dry while placing concrete.
 - g. Corrosion-inhibiting admixture is required all marine concrete.

2. Mix Proportions for Concrete: Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified are the responsibility of the Contractor. Base mixture proportions on compressive strength as determined by test specimens fabricated in accordance with ASTM C192/C192M and tested in accordance with ASTM C39/C39M. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test report indicating compliance with these specifications. Base trial mixtures having proportions, consistencies, and air content suitable for the work on methodology described in ACI 211.1. In the trial mixture, use at least three different water-cementitious material ratios for each type of mixture, which shall produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cementitious material ratio allowed shall be based on equivalent water-cementitious material ratio calculations as determined by the conversion from the weight ratio of water to cement plus pozzolan by weight equivalency method. Design laboratory trial mixture for maximum permitted slump and air content. Each combination of material proposed for use shall have separate trial mixture, except for accelerator or retarder use can be provided without separate trial mixture. Report the temperature of concrete in each trial batch. For each water-cementitious material ratio, at least three test cylinders for each test age shall be made and cured in accordance with ASTM C192/C192M and tested in accordance with ASTM C39/C39M for 7 and 28 days. From these results, plot a curve showing the relationship between water-cementitious material ratio and strength for each set of trial mix studies. In addition, plot a curve showing the relationship between 7- and 28-day strengths.
 3. Required Average Strength of Mix Design: The selected mixture shall produce an average compressive strength exceeding the specified strength by the amount indicated in ACI 301 but may not exceed the specified strength at the same age by more than 20 percent. When a concrete production facility has a record of at least 15 consecutive tests, the standard deviation shall be calculated, and the required average compressive strength shall be determined in accordance with ACI 301.
- B. Ready-Mix Concrete
1. Provide concrete that meets the requirements of ASTM C94/C94M.
 2. Ready-mixed concrete manufacturer shall provide duplicate delivery tickets with each load of concrete delivered. Provide delivery tickets with all information required by ASTM C94/C94M as well as that required by Paragraph 1.04.I.
- C. Concrete Curing Materials: Provide concrete curing materials in accordance with ACI 301 Section 5 and ACI 308.1 Section 2.

2.04 MATERIALS

- A. Cementitious Materials: For exposed concrete, use one manufacturer and one source for each type of cement, ground slag, fly ash, and pozzolan. One of the following supplementary cementitious materials or a blended cement is required: fly ash, pozzolan, ground slag.
1. Fly Ash
 - a. ASTM C618, Class F, except that the maximum allowable loss on ignition shall not exceed 6 percent. Class F fly ash for use in mitigating Alkali-Silica Reactivity shall have a Calcium Oxide (CaO) content of less than 8 percent and a total equivalent alkali content less than 1.5 percent.
 - b. Add with cement. Fly ash content shall be a minimum of 25 percent by weight of cementitious material, provided the fly ash does not reduce the amount of cement

in the concrete mix below the minimum requirements of local building codes. Where the use of fly ash cannot meet the minimum level, provide the maximum amount of fly ash permissible that meets the code requirements for cement content. Report the chemical analysis of the fly ash in accordance with ASTM C311/C311M. Evaluate and classify fly ash in accordance with ASTM D5759.

2. Raw or Calcined Natural Pozzolan: Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have an ignition loss not exceeding 3 percent. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a Calcium Oxide (CaO) content of less than 13 percent and total equivalent alkali content less than 3 percent.
 3. Ground Granulated Blast-Furnace Slag: ASTM C989/C989M, Grade 100. Slag content shall be a minimum of 40 percent by weight of cementitious material.
 4. Portland Cement: Provide cement that conforms to ASTM C150/C150M, Type II, with tricalcium aluminates (C3A) content less than 10 percent and a maximum cement-alkali content of 0.80 percent Na₂O_e (sodium oxide) equivalent. Use one brand and type of cement for formed concrete having exposed-to-view finished surfaces.
 5. Blended Cements: Blended cement shall conform to ASTM C595/C595M and ASTM C1157/C1157M, Type IP or IS, including the optional requirement for mortar expansion and consist of a mixture of ASTM C150/C150M Type I, or Type II cement and a complementary cementing material. The slag added to the Type IS blend shall be ASTM C989/C989M ground granulated blast-furnace slag. The pozzolan added to the Type IP blend shall be ASTM C618 Class F and shall be interground with the cement clinker. The manufacturer shall state in writing that the amount of pozzolan in the finished cement will not vary more than plus or minus 5 mass percent of the finished cement from lot-to-lot or within a lot. The percentage and type of mineral admixture used in the blend shall not change from that submitted for the aggregate evaluation and mixture proportioning.
- B. Water: Water shall comply with the requirements of ASTM C1602/C1602M. Minimize the amount of water in the mix. Improve workability by adjusting the grading rather than by adding water. Water shall be potable, free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances deleterious to concrete. Submit test report showing water complies with ASTM C1602/C1602M.
- C. Aggregates
1. ASTM C33/C33M, except as modified herein. Furnish aggregates for exposed concrete surfaces from one source. Provide aggregates that do not contain any substance which may be deleteriously reactive with the alkalis in the cement. Submit test report showing compliance with ASTM C33/C33M.
 2. Fine and coarse aggregates shall show expansions less than 0.08 percent at 16 days after casting when testing in accordance with ASTM C1260. Should the test data indicate an expansion of 0.08 percent or greater, reject the aggregate(s) or perform additional testing using ASTM C1567 using the Contractor's proposed mix design and proposed supplementary cementitious materials percent weight to show less than 0.08 percent expansion at 16 days after casting when tested in accordance with ASTM C1567.
 3. Aggregates shall not possess properties or constituents that are known to have specific unfavorable effects in concrete when tested in accordance with ASTM C295/C295M.
 4. Provide maximum size of coarse aggregate and gradation to conform with requirements of ACI 318 and ACI 211.1.

- D. Nonshrink Non-Metallic Cementitious Grout: ASTM C1107/C1107M with a compressive strength of 7000 psi at 7 days in accordance with ASTM C 109.
- E. Admixtures: ASTM C494/C494M: Type A, water reducing; Type B, retarding; Type C, accelerating; Type D, water-reducing and retarding; and Type E, water-reducing and accelerating admixture. Do not use calcium chloride admixtures. Submit product data for admixtures used in concrete.
1. Air-Entraining: ASTM C260/C260M.
 2. High Range Water Reducer (HRWR) (Superplasticizers): ASTM C494/C494M, Type F and ASTM C1017/C1017M.
 3. Anti-washout: CRD-C661; Master Builders (BASF) "MasterMatrix UW450", Sika "Sikament-100 SC", or approved equal. Provide at a rate of approximately 0.5 gallons per cubic yard, adjust dosage as necessary to achieve required results.
 4. Corrosion Inhibiting: ASTM C494 and C 1582.
 - a. Corrosion inhibiting admixture shall contain a minimum of 30% calcium nitrite by mass.
 - b. Dosage of corrosion inhibitor shall not be less than 3.0 gallons per cubic yard in the mix design.
- F. Expansion/Contraction Joint Filler: ASTM D1751 or ASTM D1752 Type I or II. Material shall be 1/2 inch thick, unless otherwise indicated.
- G. Joint Sealants: Submit manufacturer's product data, indicating VOC content.
1. Horizontal Surfaces, 3 Percent Slope, Maximum: ASTM D6690 or ASTM C920, Type M, Class 25, Use T.
 2. Vertical Surfaces Greater Than 3 Percent Slope: ASTM C920, Type M, Grade NS, Class 25, Use T. Use FS SS-S-200, no sag in areas subject to petroleum products.
 3. Preformed Polychloroprene Elastomeric Type: ASTM D2628.
- H. Biodegradable Form Release Agent: Provide form release agent that is colorless, biodegradable. Provide product that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces. Provide form release agent that does not contain diesel fuel, petroleum-based lubricating oils, waxes, or kerosene. Submit documentation indicating type of biobased material in product and biobased content.
- I. Adhesive Epoxy Formula
1. Epoxy adhesives shall have an evaluation report issued by ICC-ES and be tested in accordance with ICC-ES's Acceptance Criteria for Adhesive Anchors in Concrete and Masonry Elements (AC 58). Adhesive shall be Hilti HIT-RE 500 V3 or approved equal.
 - a. Adhesive Limitations:
 - b. Installation Temperature: When the base material temperature drops below 40 degrees F, only Acrylic Adhesives shall be used for adhesive installations. See manufacturer's instructions for additional minimum temperature requirements.
 - 1) Installation Temperature: When the base material temperature drops below 40 degrees F, only Acrylic Adhesives shall be used for adhesive installations. See manufacturer's instructions for additional minimum temperature requirements.

- 2) Moisture: Encapsulated Adhesives shall not be used when moisture is present in or around hole.
- 3) Oversized Holes: Refer to manufacturer's information if drilled hole size is larger than what is recommended.
- 4) Core-Drilled Holes: Refer to manufacturer's information if holes are drilled with a core-drill bit.

2.05 REINFORCEMENT

- A. Reinforcing Bars: ACI 301 unless otherwise specified. Use deformed steel. ASTM A615/A615M for black steel with the bars marked A, Grade 60. Submit mill certificates for reinforcing bars.
- B. Weldable Reinforcing Bars: Provide weldable reinforcing bars that conform to ASTM A706/A706M and ASTM A615/A615M and Supplement S1, Grade 60, except that the maximum carbon content shall be 0.55 percent.
- C. Mechanical Reinforcing Bar Connectors: ACI 301. Provide 125 percent minimum yield strength of the reinforcement bar.
- D. Wire
 1. Welded Wire Reinforcement: ASTM A1064/A1064M. Provide flat sheets of welded wire reinforcement for slabs and toppings, as indicated.
 2. Steel Wire: Wire shall conform to ASTM A1064/A1064M.
- E. Reinforcing Bar Supports
 1. Supports include bolsters, chairs, spacers, and other devices necessary for proper spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place.
 2. Provide wire bar type supports of coated or non-corrodible material conforming to ACI SP-66 and CRSI 10MSP. Precast concrete blocks shall not be less than 4" square when supporting reinforcing on the ground. Precast concrete blocks shall have compressive strength equal to the surrounding concrete and of the same approved concrete mix design as the surrounding element.
 3. Legs of supports in contact with formwork shall be plastic coated after fabrication.
 4. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface.
- F. Accessories
 1. All steel wire ties, supports, standees, and all other reinforcing accessories comprised of steel, and in direct contact with uncoated reinforcing, shall be uncoated. Reinforcing accessories in direct contact with reinforcing shall not introduce dissimilar metals or coatings within the concrete include bolsters, chairs, spacers, and other devices necessary for proper spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place.
 2. Accessories shall conform to the ACI Detailing Manual SP-66.
 3. Wire ties for uncoated reinforcing shall be 16 gauge or heavier black annealed steel wire.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until the substrates have been properly constructed and prepared.
- B. Check field dimensions before beginning installation. If dimensions vary too much from design dimensions for proper installation, notify Engineer and wait for instructions before beginning installation.

3.02 PREPARATION

- A. Determine quantity of concrete needed and minimize the production of excess concrete. Designate locations or uses for potential excess concrete before the concrete is placed.
- B. General
 - 1. Surfaces against which concrete is to be placed shall be free of debris, loose material, standing water, snow, ice, and other deleterious substances before start of concrete placing.
 - 2. Remove standing water without washing over freshly deposited concrete. Divert flow of water through side drains provided for such purpose.
- C. Subgrade Under Foundations and Footings: When subgrade material is semiporous and dry, sprinkle subgrade surface with water as required to eliminate suction at the time concrete is deposited, or seal subgrade surface by covering surface with specified vapor retarder. When subgrade material is porous, seal subgrade surface by covering surface with vapor barrier.
- D. Subgrade Under Slabs on Ground
 - 1. Before construction of slabs on ground, need to have underground work on pipes and conduits completed and approved.
 - 2. Previously constructed subgrade or fill shall be cleaned of foreign materials.
 - 3. Finished surface of subgrade or fill under exterior slabs on ground shall not be more than 0.02-foot above or 0.10-foot below elevation indicated.
- E. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain indicated elevations and contours in finished slab surface and shall be strong enough to support vibrating bridge screeds or roller pipe screeds if nature of specified slab finish requires use of such equipment. Align concrete surface to elevation of screed strips by use of strike-off templates or approved compacting-type screeds.
- F. Reinforcement and Other Embedded Items: Secure reinforcement, joint materials, and other embedded materials in position, inspected, and approved before start of concrete placing.

3.03 FORMS

- A. Provide forms, shoring, and scaffolding for concrete placement in accordance with ACI 301 Section 2 and 5 and ACI 347. Set forms mortar-tight and true to line and grade. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide formwork with clean-out openings to permit inspection and removal of debris.
- B. Coating: Before concrete placement, coat the contact surfaces of forms with a form release agent.

- C. Reshoring: Reshore concrete elements as required in accordance with ACI 301 Section 2.
- D. Reuse: Reuse forms providing the structural integrity of concrete and the aesthetics of exposed concrete are not compromised. Wood forms shall not be clogged with paste and shall be capable of absorbing high water-cementitious material ratio paste.
- E. Forms for Standard Rough Form Finish: Provide formwork in accordance with ACI 301 Section 5 with a surface finish, SF-1.0, for formed surfaces that are to be concealed by other construction.
- F. Form Ties: Provide ties in accordance with ACI 301 section 2.
- G. Tolerances for Form Construction: Construct formwork to ensure that after removal of forms and prior to patching and finishing of formed surfaces, provide concrete surfaces in accordance with tolerances specified in ACI 301 Section 5 and ACI 117.
- H. Removal of Forms and Supports: After placing concrete, removal of forms shall be in accordance with ACI 301 Section 2 except as modified by approved form removal schedule.
- I. I. Design of Formwork: Formwork for the bulkhead wall cap will be partially submerged. Design for external environmental loading including hydrostatic and wave pressure.

3.04 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

- A. ACI 301 and ACI SP-66. Provide bars, welded wire reinforcement, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement shall not have rust, scale, oil, grease, clay, or foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection if the effective cross-sectional area or the nominal weight per unit length has been reduced. Remove loose rust prior to placing steel. Tack welding is prohibited.
- B. General: Provide details of reinforcement that are in accordance with ACI 301 and ACI SP-66 and as specified.
- C. Reinforcement Supports: Support reinforcement in accordance with ACI 301 Section 3.
- D. Splicing: As indicated. For splices not indicated ACI 301. Do not splice at points of maximum stress. Overlap welded wire reinforcement the spacing of the cross wires, plus 2 inches. Welded splices shall be provided in accordance with AWS D1.4/D1.4M. Approve welded splices prior to use.
- E. Future Bonding: Plug exposed, threaded, mechanical reinforcement bar connectors with a greased bolt. Provide bolt threads that match the connector. Countersink the connector in the concrete. Caulk the depression after the bolt is installed.
- F. Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete placement and support against displacement. Plumb and level anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.
- G. Fabrication: Shop fabricate reinforcing bars to conform to shapes and dimensions indicated for reinforcement, and as follows:
 - 1. Provide fabrication tolerances that are in accordance with ACI 318 and ACI SP-66.
 - 2. Provide hooks and bends that are in accordance with ACI 318 and ACI SP-66. Reinforcement shall be bent cold to shapes as indicated. Bending shall be done in the shop. Rebending of a reinforcing bar that has been bent incorrectly is not be permitted. Bending shall be in accordance with standard approved practice and by approved machine methods.

3. Tolerance on nominally square-cut, reinforcing bar ends shall be in accordance with ACI SP-66.
4. Deliver reinforcing bars bundled, tagged, and marked. Tags shall be metal with bar size, length, mark, and other information pressed in by machine. Marks shall correspond with those used on the placing drawings.
5. Do not use reinforcement that has any of the following defects:
 - a. Bar lengths, depths, and bends beyond specified fabrication tolerances
 - b. Bends or kinks not indicated on drawings or approved shop drawings
 - c. Bars with reduced cross-section due to rusting or other cause
6. Replace defective reinforcement with new reinforcement having required shape, form, and cross-section area.

H. Placing Reinforcement

1. Place reinforcement in accordance with ACI 301 and ACI SP-66.
2. For slabs on grade (over earth or over capillary water barrier) and for footing reinforcement, support bars or welded wire reinforcement on precast concrete blocks, spaced at intervals required by size of reinforcement, to keep reinforcement the minimum height specified above the underside of slab or footing.
3. For slabs other than on grade, supports for which any portion is less than 1 inch from concrete surfaces that are exposed to view or to be painted shall be of precast concrete units, plastic-coated steel, or stainless-steel protected bar supports. Precast concrete units shall be wedge shaped, not larger than 3-1/2 by 3-1/2 inches, and of thickness equal to that indicated for concrete protection of reinforcement.
4. Provide reinforcement that is supported and secured together to prevent displacement by construction loads or by placing of wet concrete, and as follows:
5. Provide supports for reinforcing bars that are sufficient in number and have sufficient strength to carry the reinforcement they support, and in accordance with ACI 318, ACI SP-66 and CRSI 10MSP. Do not use supports to support runways for concrete conveying equipment and similar construction loads.
 - a. Equip supports on ground and similar surfaces with sand-plates.
 - b. Support welded wire reinforcement as required for reinforcing bars.
 - c. Secure reinforcements to supports by means of tie wire. Wire shall be black, soft iron wire, not less than 16 gage.
 - d. Reinforcement shall be accurately placed, securely tied at intersections, and held in position during placing of concrete by spacers, chairs, or other approved supports. Point wire-tie ends away from the form. Unless otherwise indicated, numbers, type, and spacing of supports shall conform to ACI SP-66.
 - e. Bending of reinforcing bars partially embedded in concrete is permitted only as specified in ACI SP-66 and ACI 318.

I. Spacing of Reinforcing Bars

1. Spacing shall be as indicated. If not indicated, spacing shall be in accordance with the ACI 318 and ACI SP-66.

2. Reinforcing bars may be relocated to avoid interference with other reinforcement, or with conduit, pipe, or other embedded items. If any reinforcing bar is moved a distance exceeding one bar diameter or specified placing tolerance, resulting rearrangement of reinforcement is subject to preapproval by the Engineer.
- J. Concrete Protection for Reinforcement: Concrete protection shall be in accordance with the ACI 318 and ACI SP-66; provide 3" minimum clear cover as indicated on the plans.
- K. Welding: Welding shall be in accordance with AWS D1.4/D1.4M.

3.05 BATCHING, MEASURING, MIXING, AND TRANSPORTING CONCRETE

- A. ASTM C94/C94M, ACI 301, ACI 302.1R and ACI 304R, except as modified herein. Batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances: 1 percent for cement and water, 2 percent for aggregate, and 3 percent for admixtures. Furnish mandatory batch ticket information for each load of ready-mix concrete.
- B. Measuring: Make measurements at intervals as specified in paragraphs SAMPLING and TESTING.
- C. Mixing: ASTM C94/C94M, ACI 301 and ACI 304R. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 84 degrees F. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 84 degrees F except as follows: if set retarding admixture is used and slump requirements can be met, limit for placing concrete may remain at 90 minutes. Additional water may be added, provided that both the specified maximum slump and water-cementitious material ratio are not exceeded and the required concrete strength is still met. When additional water is added, an additional 30 revolutions of the mixer at mixing speed is required. If the entrained air content falls below the specified limit, add a sufficient quantity of admixture to bring the entrained air content within the specified limits. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch. Do not reconstitute concrete that has begun to solidify.
- D. Transporting: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete that has segregated in transporting and dispose of as directed.

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 Section 5 with the following additions.
 1. Form ties shall be of a type that will conform to the reinforcing steel clearance requirements given in the Contract Drawings. Form ties that are to be completely withdrawn shall be coated with a nonstaining bond breaker. Wire ties shall not be permitted.
 2. Forms shall not be reused if there is any evidence of surface wear and tear or defects, which would impair the quality of the surface. Surfaces of forms to be reused shall be cleaned of mortar from previous concreting and of all other foreign material before reuse.
 3. Except as otherwise shown, external corners that will be exposed shall be chamfered by moldings placed in the forms.
- B. Pumping: ACI 304R and ACI 304.2R. Pumping shall not result in separation or loss of materials nor cause interruptions sufficient to permit loss of plasticity between successive increments. Loss of slump in pumping equipment shall not exceed 2 inches at

discharge/placement. Do not convey concrete through pipe made of aluminum or aluminum alloy. Avoid rapid changes in pipe sizes. Limit maximum size of coarse aggregate to 33 percent of the diameter of the pipe. Limit maximum size of well rounded aggregate to 40 percent of the pipe diameter. Take samples for testing at both the point of delivery to the pump and at the discharge end.

- C. Cold Weather: ACI 306.1. Do not allow concrete temperature to decrease below 50 degrees F. Obtain approval prior to placing concrete when the ambient temperature is below 40 degrees F or when concrete is likely to be subjected to freezing temperatures within 24 hours. Cover concrete and provide sufficient heat to maintain 50 degrees F minimum adjacent to both the formwork and the structure while curing. Limit the rate of cooling to 37 degrees F in any 1 hour and 50 degrees F per 24 hours after heat application.
- D. Hot Weather: Maintain required concrete temperature using Figure 4.2 in ACI 305R to prevent the evaporation rate from exceeding 1 kg per square meter 0.2 pound of water per square foot of exposed concrete per hour. Concrete, when placed in the forms, shall have a maximum temperature of 90 degrees F. Cool ingredients before mixing or use other suitable means to control concrete temperature and prevent rapid drying of newly placed concrete. Shade the fresh concrete as soon as possible after placing. Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage. Provide water hoses, pipes, spraying equipment, and water hauling equipment, where job site is remote to water source, to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of either liquid membrane curing compound or impervious sheets. For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.
- E. Mass Concrete:
 - 1. "Mass Concrete" is any concrete system that approaches a maximum temperature of 160 degrees F or in which the maximum temperature difference between center and surface of placement exceeds 35 °F. In addition, it includes all concrete elements with a section thickness of 3 feet or more regardless of temperature.
 - 2. Before placing any concrete as mass concrete, submit a mass concrete plan to limit concrete temperatures and thermal gradients to the above values during placement and curing. Plan shall include monitoring of temperature every hours for the first 7 days, then single measurements at mid-day until 28 days.
 - 3. Each mass concrete placement shall be monitored for temperature and local thermal gradient in at least two plan locations.
- F. Bonding
 - 1. Surfaces of set concrete at joints shall be roughened to an amplitude of 1/4 inches and cleaned of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner that exposes the aggregate uniformly and does not leave laitance, loosened particles of aggregate, nor damaged concrete at the surface.
 - 2. Obtain bonding of fresh concrete that has set as follows:
 - a. At joints between footings and walls or columns, between walls or columns and the beams or slabs they support, and elsewhere unless otherwise specified; roughened and cleaned surface of set concrete shall be dampened, but not saturated, immediately prior to placing of fresh concrete.
 - b. At joints in exposed-to-view work; at vertical joints in walls; at joints near midpoint of span in girders, beams, supported slabs, other structural members; in work

designed to contain liquids; the roughened and cleaned surface of set concrete shall be dampened but not saturated and covered with a cement grout coating.

- c. Provide cement grout that consists of equal parts of portland cement and fine aggregate by weight with not more than 6 gallons of water per sack of cement. Apply cement grout with a stiff broom or brush to a minimum thickness of 1/16 inch. Deposit fresh concrete before cement grout has attained its initial set.

3.07 WASTE MANAGEMENT

Clean-up of waste concrete is the Contractor's responsibility.

3.08 SURFACE FINISHES EXCEPT SLAB FINISHES

- A. Defects: Repair surface defects in accordance with ACI 301 Section 5.
- B. Not Against Forms (Top of Walls): Surfaces not otherwise specified shall be finished with wood floats to even surfaces. Finish shall match adjacent finishes.
- C. Formed Surfaces
 1. Tolerances: ACI 117 and as indicated.
 2. As-Cast Rough Form: Provide for surfaces not exposed to view, a surface finish SF-1.0. Patch holes and defects in accordance with ACI 301.
 3. Standard Smooth Finish: Provide for surfaces exposed to public view a surface finish SF-3.0. Patch holes and defects in accordance with ACI 301.

3.09 SLAB FINISHES AND MISCELLANEOUS CONSTRUCTION

- A. ACI 301 and ACI 302.1R, unless otherwise specified. Where straightedge measurements are specified, Contractor shall provide straightedge.
- B. Finish
 1. Place, consolidate, and immediately strike off concrete to obtain proper contour, grade, and elevation before bleedwater appears. Permit concrete to attain a set sufficient for floating and supporting the weight of the finisher and equipment. If bleedwater is present prior to floating the surface, drag the excess water off or remove by absorption with porous materials. Do not use dry cement to absorb bleedwater.
 2. Floated: Use for exterior slabs where not otherwise specified. Finish concrete in accordance with ACI 301 Section 5 for a floated finish.

3.10 JOINTS

- A. Construction Joints: Make and locate joints not indicated so as not to impair strength and appearance of the structure, as approved. Joints shall be perpendicular to main reinforcement. Reinforcement shall be continued and developed across construction joints. Locate construction joints as follows:
 1. Maximum Allowable Construction Joint Spacing
 - a. In bulkhead wall cap not more than 60 feet in any horizontal direction.
 - b. In slabs on ground, so as to divide slab into areas not in excess of 1,200 square feet.

2. Approved bulkheads may be used for slabs.

3.11 CURING AND PROTECTION

- A. ACI 301 Section 5, unless otherwise specified. Membrane-forming curing compounds shall not be permitted.
- B. Begin curing immediately following form removal. Avoid damage to concrete from vibration created by blasting, pile driving, movement of equipment in the vicinity, disturbance of formwork or protruding reinforcement, and any other activity resulting in ground vibrations. Protect concrete from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks, and oil stains. Do not allow concrete to dry out from time of placement until the expiration of the specified curing period. If forms are removed prior to the expiration of the curing period, provide another curing procedure specified herein for the remaining portion of the curing period.
- C. Curing Periods: ACI 301 Section 5. Begin curing immediately after placement. Protect concrete from premature drying, excessively hot temperatures, and mechanical injury; and maintain minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. The materials and methods of curing are subject to approval by the Engineer.
- D. Curing Formed Surfaces: Accomplish curing of formed surfaces, including undersurfaces of girders, beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed before end of curing period, accomplish final curing of formed surfaces by any of the curing methods specified above, as applicable.
- E. Curing Unformed Surfaces
 1. Accomplish curing of unformed surfaces, such as slabs and other flat surfaces, by moist curing.
 2. To reduce plastic or drying shrinkage cracks, comply with ACI 302.1R, ACI 308, and ACI 305R.
 3. When weather conditions are dry and windy, continue fogging above surface of concrete after the finishing operation until prewetted burlap can be placed over the flatwork surface. Use prewetted burlap to cover all flatwork and keep wet for a minimum of seven days or until the time necessary to attain 85% of the specified compressive strength, as recommended by ACI 308 Section 3.1.3.
 4. Remove water without erosion or damage to the structure.
 5. Ponding or Immersion: Continually immerse the concrete throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete. For temperatures between 40 and 50 degrees F, increase the curing period by 50%.
 6. Fog Spraying or Sprinkling: Apply water uniformly and continuously throughout the curing period. For temperatures between 40 and 50 degrees F, increase the curing period by 50%.
 7. Pervious Sheeting: Completely cover surface and edges of the concrete with two thicknesses of wet sheeting. Overlap sheeting 6 inches over adjacent sheeting. Sheeting shall be at least as long as the width of the surface to be cured. During application, do not drag the sheeting over the finished concrete or over sheeting already placed. Wet sheeting thoroughly and keep continuously wet throughout the curing period.

8. Protection of Treated Surfaces: Prohibit pedestrian and vehicular traffic and other sources of abrasion at least 72 hours.
- F. Temperature of Concrete During Curing
1. When temperature of atmosphere is 41 degrees F and below, maintain temperature of concrete at not less than 55 degrees F throughout concrete curing period or 45 degrees F when the curing period is measured by maturity. When necessary, make arrangements before start of concrete placing for heating, covering, insulation, or housing as required to maintain specified temperature and moisture conditions for concrete during curing period.
 2. When the temperature of atmosphere is 80 degrees F and above or during other climatic conditions which cause too rapid drying of concrete, make arrangements before start of concrete placing for installation of wind breaks, of shading, and for fog spraying, wet sprinkling, or moisture-retaining covering of light color as required to protect concrete during curing period.
 3. Changes in temperature of concrete shall be uniform and not exceed 37 degrees F in any 1 hour nor 80 degrees F in any 24-hour period.
- G. Protection from Mechanical Injury: During curing period, protect concrete from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration, and from damage caused by rain or running water.
- H. Protection After Curing: Protect finished concrete surfaces from damage by construction operations.

3.12 FIELD QUALITY CONTROL

- A. Sampling: ASTM C172/C172M. The Contractor-provided Independent Testing Agency will collect samples of fresh concrete to perform tests specified. ASTM C31/C31M for making test specimens. The making of all concrete specimens, slump, temperature, and air content tests shall be performed by an ACI Certified Field Technician.
- B. Testing: All testing shall be performed by the Contractor-provided Independent Testing Agency.
1. Slump Tests: ASTM C143/C143M. Take concrete samples during concrete placement/discharge. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cementitious material ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and either for each batch or every 20 cubic yards of concrete (whichever is the greater number of tests).
 2. Temperature Tests: Test the concrete delivered and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50 degrees F and above 80 degrees F) either for each batch or every 20 cubic yards of concrete (whichever is the greater number of tests), until the specified temperature is obtained, and whenever test cylinders and slump tests are made.
 3. Compressive Strength Tests: ASTM C39/C39M. Make nine 4 inch by 8 inch test cylinders for each set of tests in accordance with ASTM C31/C31M, ASTM C172/C172M and applicable requirements of ACI 305R and ACI 306R. Take precautions to prevent evaporation and loss of water from the specimen. Test three cylinders at 7 days, three cylinders at 28 days and hold three cylinders in reserve. Take samples for strength tests of each mix design of and for concrete placed each day not less than once a day, nor less than once for each 100 cubic yards of concrete for the first 500 cubic yards, then every 500 cubic yards thereafter, nor less than once for each 5400 square feet of surface area for slabs or walls. For the entire project, take no less than five sets of samples and

perform strength tests for each mix design of concrete placed. Each strength test result shall be the average of three cylinders from the same concrete sample tested at 28 days. Concrete compressive tests shall meet the requirements of ACI 318 Section 5.6. Retest locations represented by erratic core strengths. Where retest does not meet concrete compressive strength requirements, submit a mitigation or remediation plan for review and approval by the contracting officer. Repair core holes with nonshrink grout. Match color and finish of adjacent concrete.

4. Air Content: ASTM C173/C173M or ASTM C231/C231M for normal weight concrete. Test air-entrained concrete for air content at the same frequency as specified for slump tests.
5. Strength of Concrete Structure: The strength of the concrete structure will be considered to be deficient if any of the following conditions are identified:
 - a. Failure to meet compressive strength tests as evaluated.
 - b. Reinforcement not conforming to requirements specified.
 - c. Concrete which differs from required dimensions or location in such a manner as to reduce strength.
 - d. Concrete curing and protection of concrete against extremes of temperature during curing, not conforming to requirements specified.
 - e. Concrete subjected to damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration.
 - f. Poor workmanship likely to result in deficient strength.
 - g. Where the strength of the concrete structure is considered deficient submit a mitigation or remediation plan for review and approval by the Engineer.
6. Non-Conforming Materials
 - a. Factors that indicate that there are non-conforming materials include (but not limited to) inadequate compressive strength, excessive slump, excessive voids and honeycombing, concrete delivery records that indicate excessive time between mixing and placement, or excessive water was added to the mixture during delivery and placement. Any of these indicators alone are sufficient reason for the Engineer to request additional sampling and testing.
 - b. Investigations into non-conforming materials shall be conducted at the Contractor's expense. The Contractor shall be responsible for the investigation and shall make written recommendations to adequately mitigate or remediate the non-conforming material. The Engineer may accept, accept with reduced payment, require mitigation, or require removal and replacement of non-conforming material at no additional cost to the Owner.
7. Testing Concrete Structure for Strength
 - a. When there is evidence that strength of concrete structure in place does not meet specification requirements or there are non-conforming materials, make cores drilled from hardened concrete for compressive strength determination in accordance with ASTM C42/C42M, and as follows:
 - b. Take at least three representative cores from each member or area of concrete-in-place that is considered potentially deficient. Location of cores will be determined by the Engineer.

- c. Test cores after moisture conditioning in accordance with ASTM C42/C42M if concrete they represent is more than superficially wet under service.
- d. Air dry cores, (60 to 80 degrees F with relative humidity less than 60 percent) for 7 days before test and test dry if concrete they represent is dry under service conditions.
- e. Strength of cores from each member or area are considered satisfactory if their average is equal to or greater than 85 percent of the 28-day design compressive strength of the class of concrete.
- f. Fill core holes solid with patching mortar and finished to match adjacent concrete surfaces.
- g. Correct concrete work that is found inadequate by core tests in a manner approved by the Engineer.

3.13 REPAIR, REHABILITATION AND REMOVAL

- A. Before the Engineer accepts the structure, the Contractor shall inspect the structure for cracks, damage, and substandard concrete placements that may adversely affect the service life of the structure. A report documenting these defects shall be prepared which includes recommendations for repair, removal or remediation shall be submitted to the Engineer for approval before any corrective work is accomplished.
- B. Crack Repair: Prior to final acceptance, all cracks in excess of 0.02 inches wide shall be documented and repaired. The proposed method and materials to repair the cracks shall be submitted to the Engineer for approval. The proposal shall address the amount of movement expected in the crack due to temperature changes and loading.
- C. Repair of Weak Surfaces: Weak surfaces are defined as mortar-rich, rain-damaged, uncured, or containing exposed voids or deleterious materials. Concrete surfaces with weak surfaces less than 1/4 inch thick shall be diamond ground to remove the weak surface. Surfaces containing weak surfaces greater than 1/4 inch thick shall be removed and replaced or mitigated in a manner acceptable to the Engineer.
- D. Rejection of Concrete: Concrete with extensive honeycomb including exposed steel reinforcement, cold joints, entrapped debris, separated aggregate, or other defects which affect the serviceability or structural strength will be rejected, unless correction of defects is approved. Obtain approval of corrective action prior to repair.
- E. Failure of Quality Assurance Test Results: Proposed mitigation efforts by the Contractor shall be approved by the Engineer prior to proceeding.

***** END OF SECTION *****

SECTION 05 50 13

MISCELLANEOUS METAL FABRICATIONS

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor necessary to complete fabrication and installation of miscellaneous metal fabrications as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The Contractor shall coordinate the requirements of all fabricated, embedded, and attached devices, including but not limited to fenders, mooring cleats, anchorages, light poles, ladders, structural framing, and all other items, indicated or not, requiring embedment and/or accommodation of devices made integral with the work.
- C. This work shall include but is not limited to:
 - 1. Bulkhead wall closure components
 - 2. Bulkhead wall tie rods, bearing plates, and ancillary components.
 - 3. Welding, if required by construction conflicts or field conditions

1.02 RELATED SECTIONS

Section 03 31 30	Marine Concrete
Section 31 41 16	Metal Sheet Piling
Section 31 62 16	Steel Pipe Piles

1.03 REFERENCES

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated the most recent edition of the publication, including any revisions, shall be used.
- C. American Association of State Highway and Transportation Officials (AASHTO)
AASHTO M306 (2019) Drainage, Sewer, Utility and Related Castings
- D. American Institute of Steel Construction (AISC)
AISC 303 (2016) Steel Construction Manual, 15th Edition, Code of Standard Practice for Steel Buildings and Bridges
- E. American National Standards Institute (ANSI)
ANSI A10.3 (2020) Safety Requirements for Powder-Actuated Fastening Systems

ANSI B18.2.1	(2012 (R2021)) Square, Hex, Heavy Hex and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head and Lag Screws (Inch Series), Includes Errata (2013)
ANSI B18.2.2	(2015) Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series)
ANSI B18.6.2	(2020) Square Head Set Screws and Slotted Headless Set Screws (Inch Series)
ANSI B18.6.3	(2013) Machine Screws, Tapping Screws, and Metallic Drive Screws (Inch Series)
ANSI B18.21.1	(2009; R 2016) Washers: Helical Spring-Lock, Tooth Lock and Plain Washers (Inch Series)
ANSI B18.22.1	(1965; R2008) Washers: Plain Washers (Inch Series)
F. American Society of Mechanical Engineers (ASME)	
ASME BPVC.II.C	(2021) Boiler and Pressure Vessel Code: Section II Material Specifications Part C - Welding Rods, Electrodes, and Filler Metals
G. American Society for Nondestructive Testing (ASNT)	
ASNT SNT-TC-1A	(2020) Recommended Practice
H. ASTM International (ASTM)	
ASTM A 6/A 6M	(2021) General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM A 27/A 27M	(2020) Steel Castings, Carbon, for General Application
ASTM A 29/A 29M	(2020) General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought
ASTM A 36/A 36M	(2019) Carbon Structural Steel
ASTM A 48/A 48M	(2021) Gray Iron Castings
ASTM A 53/A 53M	(2020) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 123	(2017) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(2016a) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 276	(2013a) Standard Specification for Stainless Steel Bars and Shapes
ASTM A 354	(2017e2) Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
ASTM A 449	(2020) Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A 514	(2018) High-Yield-Strength Quenched and Tempered Alloy Steel Plate, Suitable for Welding

ASTM A 536	(2019)e1 Ductile Iron Castings
ASTM A 563	(2021A) Carbon and Alloy Steel Nuts
ASTM A 572	(2021e1) High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A 575	(2020) Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A 653	(2020) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 666	(2015) Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM A 709	(2018) Structural Steel for Bridges
ASTM A 722	(2018) High-Strength Steel Bars for Prestressed Concrete
ASTM A 780	(2020) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A 992	(2020) Structural Steel Shapes
ASTM B 221	(2021) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B 308	(2020) Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM C 881	(2020A) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM D 1187	(2018) Asphalt-Base Emulsions for Use as Protective Coatings for Metal
ASTM F 436	(2019) Hardened Steel Washers
ASTM F 593	(2022) Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F 594	(2022) Stainless Steel Nuts
ASTM F 1554	(2020) Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
ASTM F 3125	(2019e2) High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength
I.	American Welding Society, Inc. (AWS)
AWS D1.1	(2020) Structural Welding Code Steel
AWS D1.2	(2014) Structural Welding Code Aluminum
AWS D1.5	(2020) Bridge Welding Code
AWS D3.6	(2017) Underwater Welding
AWS QC1	(2007) AWS Certification of Welding Inspectors
J.	Federal Specifications (FS)

- | | |
|-------------|---|
| FS TT-P-664 | (Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant |
|-------------|---|
- K. Military Specifications and Standards
- | | |
|-------------|--|
| MIL-PRF-907 | (2020) Antiseize Thread Compound, High Temperature |
|-------------|--|
- L. National Association of Architectural Metal Manufacturers (NAAMM)
- | | |
|---------------|---------------------------------|
| NAAMM AMP 521 | (2012) Pipe Railing Manual |
| NAAMM MBG 531 | (2017) Metal Bar Grating Manual |
- M. Society for Protective Coatings (SSPC)
- | | |
|----------|----------------------------------|
| SSPC-SP1 | (2015; R 2016) Solvent Cleaning |
| SSPC-SP6 | (2007) Commercial Blast Cleaning |

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Certifications, test procedures, and other submittals shall show the appropriate ASTM test(s) for each material.
- C. Submit manufacturer's certified test reports, for each heat, indicating that materials have been tested and certified to meet the specified chemical, mechanical, and section properties prior to delivery at the site. Certifications shall be submitted for all materials, including but not limited to:
 - 1. Structural carbon steel
- D. Drawings
 - 1. Bulkhead tie rods and bearing plates
- E. Statements
 - 1. Welding procedure qualifications
 - 2. Nondestructive examination (NDE) procedures
 - 3. NDE personnel certification procedures
 - 4. Weld inspector certification
 - 5. Submit inspector certification and NDE personnel certification for record
- F. Certified Welding Inspector, Welding Procedures, Welder, and Welding Operator Qualifications
 - 1. Certified Welding Inspector: Submit qualifications of third-party AWS Certified Welding Inspectors (CWI) proposed for welder qualifications and visual/NDE inspections. Inspectors shall be qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors. Do not proceed with welder or welding operator qualifications prior to approval of CWI qualifications.
 - 2. Specifications and Test Results: Submit copies of the welding procedure specifications, procedure qualifications, welder and welding operator qualifications test results for each

type of welding required. Approval of any procedure does not relieve the Contractor of the responsibility for producing acceptable welds.

3. Certification: Before assigning welders or welding operators to the work, submit their names, together with certification that each individual is performance qualified as specified in paragraph 1.6. Do not start welding work prior to procedure, welder and welding operator qualification approval. The certification shall state the type of welding and positions for which each welding procedure welder and welding operator is qualified, the code and procedure under which each is qualified, date qualified, and the firm and individual certifying the qualification tests.

G. Records

1. Weld Identifications: Submit a list of the welder's names and symbol for each welder. To identify welds, submit written records indicating the location of welds made by each welder or welding operator.

1.05 QUALIFICATION OF WELDERS

Qualify welders in accordance with AWS D1.1, or AWS D3.6 where applicable, using procedures, materials, and equipment of the type required for the work.

1.06 QUALITY ASSURANCE

- A. Welding Procedures, Welders and Welder Qualifications: Develop and qualify procedures for welding metals included in the work. Do not start welding until welding procedures, welders, and welding operators have been qualified. Perform qualification testing by a Certified Weld Inspector (CWI) or testing laboratory approved by the Engineer. Notify the Engineer at least 24 hours in advance of the time and place of the tests. When practicable, perform the qualification tests at or near the work site. Maintain current records of the test results obtained in welding procedure, welder and welding operator performance qualifications, and nondestructive examination (NDE) procedures. These records shall be readily available at the site for examination by the Engineer. Qualify the procedures for making transition welds between different materials or between plates or pipes of different wall thicknesses. The choice of welding process shall be the responsibility of the Contractor.
- B. Previous Welding Procedures and Welder Qualifications: See Paragraph 1.6.C.2 for requirements of previously qualified welding procedures and Paragraph 1.6.C.4 for requirements of previously qualified welders and welding operators.
- C. Performance: The Contractor shall be responsible for the quality of joint preparation, welding, and examination. Clearly identify and record materials used in the welding operations. The examination and testing defined in this Specification are minimum requirements. Provide additional examination and testing as necessary to achieve the quality required.
 1. Welding Procedures Qualification: Qualification of the welding procedures for each group of materials to be welded is required as indicated in AWS D1.1. Qualification of the underwater welding procedures for each group of materials to be welded is required as indicated in AWS D3.6. Welding procedure qualifications shall be newly qualified procedures done and observed under the supervision of a certified weld inspector (CWI) or approved independent testing laboratory, except as noted below. Record in detail and qualify the "Welding Procedure Specification" for every welding procedure proposed. Qualification for each welding procedure shall conform to the requirements of AWS Standards and to this Specification. The welding procedures shall specify end preparation for weld, including cleaning, alignments, and root openings. Preheat, inter-pass temperature control, and post-heat treatment of welds shall be as required by AWS, unless otherwise indicated or specified. Welding procedure qualifications shall be

identified individually and referenced on the shop drawings or suitably keyed to the contract drawings.

2. Previous Welding Procedures Qualification: Evidence of previous welding procedure qualifications shall be accepted for review if the procedure was qualified under AWS D1.1 or AWS D3.6 standard prequalified weld procedure.
3. Welder and Welding Operator Performance Qualification: Qualify each welder and welding operator assigned to work covered by this Specification by performance tests using equipment, positions, procedures, base metals, and electrodes or bare filler wires from the same specification, classification, or group number that will be encountered on his assignment. All welders and welding operator shall be newly qualified for this project under AWS D1.1 or AWS D3.6 requirements and all performance qualifications and testing shall be under the observation of CWI or approved testing laboratory. The CWI shall document observation of the qualification process, including cleaning, preparation, preheat, deposition, and post-heat treatment, in a signed report, including daily logs and photographs, to be submitted with the welder qualification certifications that are submitted for approval. Welders or welding operators who make acceptable procedure qualification tests will be considered performance-qualified for the welding procedure used. Determine performance qualification in accordance with AWS D1.1 and as specified herein. Determine performance qualification for underwater welding in accordance with AWS D3.6 and as specified herein.
4. Renewal of Welders and Welding Operators Qualification: Evidence of previous welder or welding operator qualifications will not be accepted for approval. All welders and welding operators shall be newly certified under AWS D1.1 or AWS D3.6 procedures described herein for this Contract following Notice to Proceed. Qualification shall be conducted under supervision of third party AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors.
5. Qualification of Inspection and Nondestructive Examination (NDE) Personnel.
6. Qualify Inspection and nondestructive examination personnel in accordance with the following requirements:
 - a. Inspector Certification: Qualify welding inspectors in accordance with AWS QC1.
 - b. NDE Personnel Certification Procedures: Certify NDE personnel and establish a written procedure for the control and administration of NDE personnel training, examination, and certification. Base procedures on appropriate specific and general guidelines of training and experience recommended by ASNT SNT-TC-1A, Supplement C-Ultrasonic.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.
- B. Weld Material: Deliver filler metals, electrodes, fluxes, and other welding materials to the site in manufacturer's original packages and store in a dry space until used. Label and design packages properly to give maximum protection from moisture and to assure safe handling.

1.08 ENVIRONMENTAL

Do not perform welding when the quality of the completed weld could be impaired by the prevailing work or weather conditions per AWS D1.1. The approved weld inspector will determine when the weather or working conditions are unsuitable for welding.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Structural Carbon Steel: ASTM A 572, Grade 50
- B. Tie rods: ASTM A615, Grade 75 or 80
- C. Tie rod anchor plates: ASTM A572 Grade 50
- D. Steel Pipe (Closure): ASTM A53 Grade B, Type E or S
- E. Hardened washers: ASTM F436
- F. Nuts, couplings, and turnbuckles for tie rods: Per manufacturer recommendation. Provide 100% of rod ultimate strength.

2.02 FABRICATION FINISHES

- A. Galvanize: All steel fabrications and hardware, unless indicated otherwise.
- B. Galvanizing
 - 1. Bolts, Tie rods, Nuts, and Washers: ASTM A 153, Class C or D as applicable
 - 2. Plates and Structural Shapes: ASTM A 123, Thickness Grade 100
 - 3. Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable
- C. Surface Preparation: Blast clean surfaces in accordance with SSPC-SP6. Clean surfaces which become contaminated with rust, dirt, oil, grease, or other contaminants with solvents in accordance with SSPC-SP1. Steel to be embedded in concrete shall be free of dirt and grease. Do not galvanize bearing surfaces, including contact surfaces within friction-type joints, but coat with rust preventative applied in the shop.
- D. Repair of Zinc-Coated Surfaces: Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780 or by the application of stick or thick paste material specifically designed for repair of galvanizing, as approved by the Engineer. Clean areas to be repaired and remove the slag from the welds. Heat surfaces to which stick or paste material is applied, with a torch to a temperature sufficient to melt the metallics in stick or paste; spread the molten material uniformly over surfaces to be coated and wipe the excess material off.
- E. Nonferrous Metal Surfaces: Protect by plating, anodic, or organic coatings.

2.03 WELDING MATERIALS

Comply with ASME BPVC SEC II-C. Welding equipment, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding operator using qualified welding procedures.

PART 3 - EXECUTION

3.01 QUALITY CONTROL

- A. Fabrication: Prior to shipment, all miscellaneous metal fabrications shall be examined by the fabricator and/or manufacturer for compliance with the appropriate requirements of this Specification. Noncompliance with any specified requirement or presence of any defects preventing or lessening maximum efficiency shall constitute cause for rejection.
- B. The Contractor shall examine each miscellaneous metal fabrication prior to installation and note any damage or defects. Any rejected material shall be segregated and removed from the project site. Any material damaged during Contractor handling and installation shall be repaired in accordance with manufacturer's recommendations or replaced at no additional cost to the Owner.

3.02 INSTALLATION

Install items at locations indicated, according to manufacturer's instructions. Items listed below require additional procedures.

3.03 FINISHES

- A. Galvanize items as indicated on the Contract Drawings and as specified herein.
- B. Field Preparation: Remove rust preventive coating just prior to field erection, using a remover approved by the rust preventive manufacturer. Surfaces, when assembled, shall be free of rust, grease, dirt and other foreign matter.
- C. Field treat damaged galvanized finish with two coats of high zinc dust oxide paint, cold galvanizing compounds or approved equal conforming to the requirements of ASTM A 780. In addition, all exposed threaded surfaces shall be painted with two coats of high zinc dust oxide paint after installation of unit.

3.04 THREADED CONNECTIONS

- A. Anti-Seize Compound: The Contractor shall coat threads of all tie rods at connections with an anti-seize compound, conforming to MIL-PRF-907, prior to applying washers and nuts. Recoat any bolt thread projection beyond nut after final tightening.

3.05 WELDING

- A. Perform welding, welding inspection, and corrective welding, in accordance with AWS D1.1 unless noted below. Use continuous welds on all exposed connections. Grind visible welds smooth in the finished installation.
- B. Welding: Do not deviate from applicable codes, approved procedures and approved shop drawings without prior written approval from the Engineer. Materials or components with welds made off the site will not be accepted if the welding does not conform to the requirements of this Specification unless otherwise specified. Assign each welder or welding operator an identifying number, letter, or symbol that shall be used to identify his welds. Each welder or welding operator shall apply his mark adjacent to his weld using an approved rubber stamp or felt-tipped marker with permanent, weatherproof ink or other approved methods that do not deform the metal. For seam welds, place identification marks adjacent to the welds at 3-foot intervals. Confine identification by die stamps or electric etchers to the weld reinforcing crown, preferably in the finished crater.

- C. Welding Operators: Perform welding in accordance with qualified procedures using qualified welders and welding operators.
- D. Examinations and Tests
1. The Contractor is responsible for providing all weld tests.
 2. Visual and nondestructive examinations shall be performed by a third party AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors to detect surface and internal discontinuities in completed welds. The CWI shall be approved by the Engineer prior to the start of welding operations. Visual and ultrasonic examination shall be required as specified. When examination and testing indicates defects in a weld joint, a qualified welder shall repair the weld in accordance with the Paragraph "Corrections and Repairs" of this Section.
 3. Visual Examination: Visually examine 100% of welds as follows:
 - a. Before Welding: For compliance with requirements for joint preparation, placement of backing rings or consumable inserts, alignment and fit-up, and cleanliness.
 - b. During Welding: For conformance to the qualified welding procedure.
 - c. After Welding: For cracks, contour and finish, bead reinforcement, undercutting, overlap, and size of fillet welds.
 4. Nondestructive Examination (NDE): NDE shall be in accordance with written procedures. Procedures for ultrasonic tests and methods shall conform to AWS D1.1 and for underwater welding procedures for ultrasonic tests and methods shall conform to AWS D3.6. In addition to the information required in AWS, the written procedures shall include:
 - a. Timing of the nondestructive examination in relation to the welding operations
 - b. Safety precautions
 5. 10 Percent NDE: All steel welding shall be subjected to 10 percent NDE unless noted otherwise. Additional testing may be required if unsatisfactory results are obtained.
- E. Acceptable Standards
1. Visual: The following indications are unacceptable:
 - a. Cracks – external surface
 - b. Undercut on surface which is greater than 1/32 inch deep
 - c. Lack of fusion on surface
 - d. Convexity of fillet weld surface greater than 10 percent of longest leg plus 1/32 inch
 - e. Concavity in fillet welds greater than 1/16 inch
 - f. Fillet weld size less than indicated or greater than 1-1/4 times the minimum specified fillet leg length
 2. Ultrasonic Examination: Linear type discontinuities are unacceptable if the amplitude exceeds the reference level and discontinuities have lengths which exceed 3/4-inch. Discontinuities interpreted to be cracks, lack of fusion, or incomplete penetration are unacceptable regardless of length.

F. Corrections and Repairs

1. Remove defects and replace welds as specified. Repair defects discovered between weld passes before additional weld material is deposited. Wherever a defect is removed, a repair by welding is required, and the affected area shall be blended into the surrounding surface eliminating sharp notches, crevices, or corners. After defect removal is complete and before rewelding, reexamine the area by the same test methods which first revealed the defect to ensure that the defect has been eliminated. After rewelding, reexamine the repaired area by the same test methods originally used for that area. For repairs to base material, the minimum examination shall be the same as required for butt welds. Indication of a defect shall be regarded as a defect unless reevaluation by NDE or by surface conditioning shows that no unacceptable indications are present. The use of foreign material to mask, fill in, seal, or disguise welding defects will not be permitted.

3.06 FIELD QUALITY CONTROL

- A. Contractor shall perform field tests, and provide labor, equipment, and incidentals required for testing. The Engineer shall be notified in writing of defective welds within 7 working days of the date of the weld inspection.
- B. Welds
 1. Visual Inspection: AWS D1.1. Furnish the services of AWS-certified welding inspectors for fabrication and erection inspection and testing and verification inspections. Welding inspectors shall visually inspect and mark welds, including fillet welds and returns.
 2. Non-Destructive Testing: If more than 20% of welds made by a welder contain defects identified by testing, then all welds made by that welder shall be tested by radiographic or ultrasonic testing, as approved by the Engineer. When all welds made by an individual welder are required to be tested, magnetic particle testing shall be used only in areas inaccessible to either radiographic or ultrasonic testing. Retest defective areas after repair.

***** END OF SECTION *****

SECTION 09 97 13

COATING OF STEEL WATERFRONT STRUCTURES

PART 1 - GENERAL

1.01 SCOPE

Coating of steel waterfront structures consists of the installation of a coating component to protect steel waterfront structures from oxidation, marine growth, and other environment-related phenomena.

1.02 RELATED WORK

Section 31 41 16

Metal Sheet Piling

1.03 1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.
- B. American Institute of Steel Construction (AISC)
 - AISC SPE Sophisticated Paint Endorsement
- C. ASTM International (ASTM)
 - ASTM D7091 (2021) Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nondestructive Coatings Applied to Non-Ferrous Metals
 - ASTM E376 (2019) Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Test Methods
- D. National Association of Corrosion Engineers (NACE)
 - NACE RP0188 (2006) Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrate
- E. Association for Materials Protection and Performance (AMPP)
 - SSPC PS 11.01 (1982; E 2004) Black (or Dark Red) Coal Tar Epoxy Polyamide Painting System
 - SSPC Paint 16 (2006; E 2004) Coal Tar Epoxy Polyamide, Black (or Dark Red) Coating
 - AMPP QP 3 (2010) Shop Application of Complex Protective Coating
 - SSPC SP 1 (2015) Solvent Cleaning
 - SSPC SP 10/NACE No. 2 (2007) Near-White Blast Cleaning

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as

relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

- B. Product Data
 - 1. Coating material manufacturer's data
 - 2. Coating material manufacturer's application instructions
- C. Procedures
 - 1. Coating repair procedures
 - 2. Quality control procedures
- D. Inspection Reports
 - 1. Dry film thickness measurements
 - 2. Holiday test results
- E. Certificates
 - 1. Shop coating contractor qualifications
 - 2. Shop coating inspector qualifications

1.05 QUALITY ASSURANCE

- A. Shop coating contractor shall possess a current AMPP QP 3 or AISC SPE certification. Application of coating in the shop and in the field shall be done under the supervision of an experienced coating inspector. Contractor shall submit Coating Manufacturer/Installer dry film thickness measurements and holiday testing results prior to delivery of steel pile or pipe to site. Contractor shall visually inspect steel pile and pipe for damaged coating prior to installation. Testing and inspection shall be in accordance with paragraph titled "Quality Control" of this section.
- B. Shop coating inspector shall be an AMPP Certified Coatings Inspector (CIP Level 2). Coating inspector may not be an employee of the coating applicator, but shall be employed by a separate company.

1.06 ENVIRONMENTAL CONDITIONS

Start work only when ambient and curing temperatures are within limits of coating manufacturer's recommendations and at least 5 degrees F above dew point temperature. Do not clean or apply exterior coatings when damp or exposed to foggy, rainy, or snowy weather, when relative humidity is outside the humidity ranges required by the coating manufacturer, when metallic surface temperature is less than 5 degrees above the dew point of the surrounding air, or when surface temperature is below 45 degrees F or over 95 degrees F, unless approved by the Owner's Representative.

1.07 SAFETY AND HEALTH PRECAUTIONS

Materials listed in this section contain coal tar pitch volatiles, which are toxic. Follow safety procedures as recommended by manufacturer. Work in a well-ventilated area. Provide, and require workers to use impervious clothing, gloves, face shields (8-inch minimum), and other appropriate protective clothing necessary to prevent eye and skin contact with coating materials. Keep coatings away from heat, sparks, and flame.

PART 2 - PRODUCTS

2.01 COATING SYSTEMS

- A. Coating: Provide catalyst component(s) for coating(s) specific for resin component(s). Where allowed, use thinners which are compatible with the coating. All coating materials must be supplied by one supplier.
- B. Coal Tar Epoxy-Polyamide:
 - 1. System: SSPC PS 11.01
 - 2. Paint: SSPC Paint 16 Black

PART 3 - EXECUTION

3.01 CLEANING AND PREPARATION OF SURFACES

- A. Solvent Cleaning: SSPC SP 1. Remove visible oil or grease first by scraper. Then remove the remaining oil and grease by wiping or scrubbing the surface with rags or brushes wetted with solvent. Use clean solvent and clean rags or brushes for the final wiping.
- B. Blast Cleaning: SSPC SP 10/NACE No. 2. After solvent cleaning, complete surface preparation by near-white blast cleaning. Remove residual dust from blasted surface by blowing with dry, oil-free air, vacuuming, or sweeping. Provide surface profile of at least 1 1/2-mil thickness.
- C. Additional Preparation: After blast cleaning, surface imperfections that remain shall be removed as necessary to provide a holiday-free coating. After blast cleaning and any additional preparation, remove visible oil, grease, and drawing and cutting compounds by solvent cleaning in accordance with SSPC SP 1.

3.02 PROPORTIONING AND MIXING OF COATING SYSTEM

- A. Proportioning of Epoxy-Polyamide System: Epoxy-polyamide coatings shall consist of a two-component system that includes a pigmented polyamide resin, Component A and an epoxy resin, Component B. Mix both components in a ratio of 1 to 1 by volume. Do not thin coatings when doing so will result in total volatile organic compounds exceeding limits enacted by local air pollution control district. When thinning is allowed and is necessary, such as during cold temperature application or to improve application characteristics, add up to one pint of ethylene glycol monoethyl (EGM) ether for each gallon of the coating.
- B. Mixing of Epoxy-Polyamide System: Mix components of coating by power stirring until a smooth, uniform consistency results. Stir coating periodically during its induction period. Follow Table 1 for induction time and pot life of mixed batches.

3.03 COATING APPLICATION

- A. Apply primer coating to dry surfaces not more than 4 hours after near-white blast cleaning. Apply coats of each system so that finished surfaces are free from runs, sags, brush marks, and variations in color.
- B. Application Method: Allow previous coat to dry to tack-free condition but not more than 72 hours before applying next coat. Under conditions of direct sunlight or elevated ambient temperatures of 90 degrees F or greater, limit inter-coat drying period to a maximum of 24 hours.

- C. Repair of Defects: Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations. Allow a period of at least 72 hours to pass following final coat before placing in immersion service.
- D. Coal Tar Epoxy-Polyamide System: Apply a minimum of two (2) coats, each coat at a dry film thickness (DFT) of no less than 8-mils.
- E. Dry Film Thickness: Provide total system minimum dry film thickness of 16 mils. Measure using a magnetic gage.

3.04 SURFACES TO BE COATED

- A. Steel Bulkhead Wall Piling: Coat steel sheet piles within the limits indicated on the drawings.
- B. Steel Pipe Pile Deadman Piling: Deadman piling need not be coated.

3.05 QUALITY CONTROL

- A. Holiday Testing: Prior to shipping, test 100% of coated surfaces for holidays in total coating system in accordance with NACE RP0188. Noted holidays shall be repaired in accordance with the Manufacturer's procedures.
- B. Dry Film Thickness: After repair of holidays, measure dry film thickness using a magnetic dry film thickness gage in accordance with ASTM D7091 and ASTM E376. If any region of coated surface has insufficient coating thickness or holidays, the coating on that region shall be repaired with an approved coal tar epoxy product. Re-measure after an additional coat is applied, if necessary to meet minimum coating thickness requirements.
- C. Test Results: Submit report of coating test results. Note defective areas and corrective measures taken.

*****END OF SECTION*****

SECTION 26 42 13

CATHODIC PROTECTION BY GALVANIC ANODES

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section consists of furnishing all engineering services for design, labor, materials, and equipment for provision of a Galvanic Anode Cathodic Protection System for corrosion protection of the bulkhead wall. All material shall be new and undamaged. The system shall be complete, tested, and ready for service.

1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society of Mechanical Engineers (ASME)
- | | |
|--------------|--|
| ASME B1.1 | (R2018) Pipe Threads, General Purpose (Inch) |
| ASME B18.2.1 | (2021) Square, Hex, Heavy Hex, and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series), Includes Errata (2013) |
| ASME B18.2.2 | (2022) Nuts for General Applications: Machine Screw Nuts; and Hex, Square, Hex Flange, and Coupling Nuts (Inch Series) |
- C. ASTM International (ASTM)
- | | |
|----------------|--|
| ASTM A194/194M | (2024) Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both |
| ASTM A307 | (2021) Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength |
| ASTM B481 | (2021) Standard Specification for Cast and Wrought Galvanic Zinc Anodes |
| ASTM B843 | (2021) Standard Specification for Aluminum and Aluminum-Alloy Drawn Tube and Drawn Pipe for General Purpose Applications |
| ASTM D1248 | (2016) Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable |
- D. National Association of Corrosion Engineers (NACE)
- | | |
|-------------|---|
| NACE SP0176 | (2022) Corrosion Control of Submerged Areas of Permanently Installed Steel Offshore Structures Associated with Petroleum Production |
|-------------|---|
- E. National Fire Protection Association (NFPA)
- | | |
|---------|--------------------------|
| NFPA 70 | National Electrical Code |
|---------|--------------------------|

- F. Underwriters Laboratories (UL)
 - UL 83 (2017) Thermoplastic-Insulated Wires and Cables
 - UL 486A-486B (2018) Wire Connectors

1.03 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Shop Drawings
 - 1. Location of All Anodes
 - 2. Location of Test Station(s)
 - 3. Installation Details for Anodes
 - 4. Installation Details for Test Station(s)
 - 5. Design calculations for current requirements, life expectancy, and anode distribution.
- C. Product Data
 - 1. Anodes
 - 2. Wires
 - 3. Electrically Insulating Coatings
 - 4. Anode Junction Boxes
 - 5. Bonding Boxes
 - 6. Test Station(s)
- D. Test Reports
 - 1. Cathodic Protection System Field Test Report
 - 2. Maintenance and Operations Manuals

1.04 SERVICES OF CORROSION ENGINEER

- A. The Contractor shall obtain the services of a Corrosion Engineer to design, supervise, inspect and test the installation of the cathodic protection system(s). Corrosion Engineer refers to a registered professional engineer with certification of licensing that includes education and experience in cathodic protection of buried or submerged metal structures, or a person accredited or certified by the National Association of Corrosion Engineers at the level of Corrosion Specialist or Cathodic Protection Specialist. Such a person shall have not less than three years experience in the cathodic protection of submerged structures.
- B. The Contractor shall submit evidence of the qualifications of the Corrosion Engineer to the Engineer for review and approval.

1.05 DESIGN CRITERIA

- A. The cathodic protection system shall be designed for the service life stated on construction drawing S-001 without replacement of the anodes. The presence of coating on the sheet piles shall be neglected in design calculations; all steel shall be considered bare and exposed to soil and water.
- B. The mudline waterside of the bulkhead wall, after its construction and the demolition of the existing coffer cell sheeting, will consist of a minimum footprint of cell infill soils, and otherwise rip-rap, as well as the remaining cell sheet piling below the mudline. Therefore, it is not permitted to design using anodes buried waterside of the bulkhead wall.
- C. Anodes may be fixed to the waterside face of the bulkhead wall or buried landside of the wall. Note that if landside anodes are used, additional demolition of the existing coffer cell interior concrete cap may be required for access to bury the anodes.

PART 2 - PRODUCTS

2.01 ANODES

- A. The anodes shall be zinc or magnesium, designed for vertical installation, located and spaced at intervals that will provide even current distribution to the ferrous surfaces to be protected. Location of all anodes shall be shown on the shop drawings.
 - 1. Magnesium
 - a. ASTM B843, Grade M1C. Bare anode weight:
 - b. Buried or skin Anode: By Contractor
 - 2. Zinc
 - a. ASTM B418, Type I. Bare anode weight:
 - b. Buried or skin Anode: By Contractor
 - 3. Aluminum
 - a. Bare anode weight:
 - b. Fixed to waterside of bulkhead wall: By Contractor
 - c. The anodes will be classified as standard bent cores, with protruding ends on the underside. These protruding ends will be used to anchor the anodes to the piles.
 - d. Anode cores are to be attached to threaded couplings welded directly to piles using pipe unions. The couplings shall be ASTM A182, Alloy 316L Threadolet as manufactured by Bonney Forge or as approved.
 - 4. Anode Core
 - a. Skin Anode: Galvanized steel strap, minimum 1-1/4-inch wide by 3/16-inch thick
 - 5. Anode Wires
 - a. Anode Lead and Bonding Wires
 - 1) Wire: UL 83, ASTM D 1248, Type HMWPE (High Molecular Weight Polyethylene) stranded copper conductors, No. 8 AWG, of sufficient length to extend to the designated termination point without splicing. Anode lead

wire shall be factory installed. Silver solder the lead wire to the protruding anode core, and completely seal the soldered connection with an epoxy dielectric material. Dielectric material shall extend past the connection and cover the lead wire insulation by not less than 1/2 inch. Cover the connection with heat shrinkable tubing.

2.02 WIRE CONNECTORS

- A. UL 486A-486B. Compression ring terminal.

2.03 ELECTRICALLY INSULATING COATINGS

- A. Coating for welds and coating for wire termination lug.

2.04 TEST STATION(S)

- A. At least one test station shall be provided. Additional test stations shall be approved by the engineer. Location of test station(s) shall be shown on the shop drawings.
- B. Test station(s) shall be waterproof and shall include passive drainage to the waterside of the bulkhead. Drainage may be provided using PVC Pipe cast into the bulkhead concrete cap.
- C. Test station(s) shall be installed on top of the bulkhead concrete cap.
- D. Future site landscaping alterations will install guard railing immediately landside on the bulkhead wall concrete cap. The test station(s) shall be accessible to a person standing on top of the wall cap.

2.05 ANODE JUNCTION BOXES

- A. Provide junction boxes and mark each of the wires terminating in each loop.

2.06 BONDING BOXES

- A. Provide structure bonding boxes in locations as indicated by the Corrosion Engineer.

2.07 DESIGN CALCULATION

- A. Provide design calculations for current requirements, life expectancy, and anode distribution.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. NFPA 70
- B. Installation Details for Anodes
 - 1. Skin Anodes
 - a. Weld anodes to the skin in the locations indicated on the shop drawings. The welds shall be a minimum 1/2 inch long on each strap per applicable welding codes.
 - b. The welds shall be coated.

2. Buried Anodes
 - a. Anodes shall be buried below the bottom of the bulkhead concrete cap.
 - b. Thermite welding shall be used to attach the anode wires and test station lead wires to the piles.
 - 1) Thermite welding equipment shall be selected and used in accordance with the equipment, manufacturer's instructions, and the Contract Drawings. Equipment and molds shall be used to accommodate the wire size, the metallic structure's shape, the wire position of attachment, vertical or horizontal, and other criteria that may be specified. Before a mold is used, remove and clean slag, dirt, and other foreign matter from the mold. Use cartridge and charge size based on the manufacturer's recommendations for the specific application.
 - 2) Surface Preparation: Surfaces with a high performance or thick coating shall have a four-inch square window cut through the coating and a three-inch square of surface cleaned to bright metal. Avoid damaging the surrounding coating.
 - 3) Prior to welding, remove the lead wire insulation as required to fit the mold. Avoid damaging the exposed copper wire. If the wire is cut or nicked over half way through its diameter, cut off and strip a new end. If the manufacturer requires the use of a copper sleeve, the sleeve shall be crimped securely to the wire and excess wire protruding from the end of the sleeve removed.
 - 4) After the charge is set, remove the mold and slag from the weld area with a welder's hammer. Strike the top and sides of the weld with the hammer to test the secureness of the connection. If the weld does not hold, remove the scrap weld material, clean and begin the weld process again.
 - 5) Weld Caps
 - a) After the weld passes the test for soundness, and electrical continuity, repair coating in the weld area with a cold-applied bituminous or coal-tar mastic and a weld cap placed over the weld. Mastic shall be applied to fill the weld cap and cover the exposed metal of the structure and the wire to a minimum thickness of 1/4-inch. Damage to the coating around the weld area shall be repaired according to the coating manufacturer's recommendations.
 - b) If the weld cap will not fit due to physical space limitations, coat bare metal and wire in weld area with a minimum 1/4-inch thickness of bituminous mastic.
3. Anodes Fixed to Sheet Piling
 - a. Waterside anodes shall be installed so that the top of the anode is at least 5 feet below the Mean Lower Low Water (MLLW) elevation.
 - b. Anodes shall be installed in the belly of the sheet piles so that the anodes do not project beyond the waterside face of the bulkhead wall.
4. Installation Details for Test Station(s)
 - a. Provide test station(s) wiring and installation details.

3.02 QUALITY CONTROL

- A. All workmanship, materials, and equipment shall be guaranteed for a period of one year from the date of final acceptance of the system by the engineer. The Contractor shall guarantee that the cathodic protection system, when maintained in operation in accordance with the manufacturer's written instructions, will provide against corrosion of all submerged ferrous surfaces being protected. In the event corrosion is not prevented, the Contractor shall, at its own expense, make whatever changes necessary in the cathodic protection system to assure corrosion protection.
- B. Testing: After installation is complete, sufficient tests and adjustments shall be performed to ensure that adequate cathodic protection is obtained.
 - 1. Cathodic Protection System Field Testing: Systems shall be tested and inspected in the presence of the Corrosion Engineer. Record test data, including date, time, and locations of testing. Contractor shall correct and retest, at his expense, deficiencies in the materials and installation observed by these tests and inspections.
 - 2. Cathodic Protection System Field Test Report: A field test report of the cathodic protection system shall be submitted after testing. All structure-to-electrolyte measurements shall be presented in tabular form. Identification of test locations shall coordinate with the as-built drawings. The Contractor shall locate, correct, and report to the engineer any short circuit problems or discontinuities encountered during the checkout of the cathodic protection system.
- C. Criteria for Cathodic Protection: Conduct in accordance with NACE SP0176.

3.03 MAINTENANCE AND OPERATION

- A. Prior to the final acceptance, four (4) complete copies of all maintenance and operation manuals shall be furnished to the engineer. The manuals shall include record drawings showing the location, size, and description of the complete cathodic protection system. The manuals shall also include the following:
 - 1. Instructions in making potential measurement test
 - 2. Frequency of testing

***** END OF SECTION *****

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes furnishing all material and equipment and performing all labor to complete all earthwork as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The work covered by this Section includes but is not limited to the following:
 - 1. Excavating behind existing museum bulkhead and south coffer cell for new construction.
 - 2. Removing from the site and disposing of temporary sheeting and shoring and excess excavation including unsuitable materials.
 - 3. Installation and removal of temporary guardrails and barricades around excavations.
 - 4. Backfilling of excavations behind the new bulkhead.
 - 5. Sediment, erosion, and turbidity control measures.
 - 6. Excavation and backfill completion surveys.
 - 7. Compaction grouting for closures at each end of the bulkhead wall

1.02 RELATED SECTIONS

Section 02 41 00	Demolition
Section 03 31 30	Marine Concrete

1.03 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed, not provided under Section 205 of ALDOT specifications” or called for under demolition on the Contract Drawings.
- B. Unclassified Excavation: The removal of all soil, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.
- C. Miscellaneous Excavation: The digging of extra test pits as approved by the Engineer.
- D. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or sub-ballast.
- E. Suitable Onsite Material: Soil material obtained on-site that meets or exceeds the criteria listed in subparagraph 2.01.B of this Section.
- F. Select Borrow: Soil material obtained off-site when sufficient approved soil material – Suitable Onsite Material – is not available from on-site excavations.
- G. Undercutting of Unsuitable Material: The authorized Excavation of material classified as unsuitable below the sub-grade elevation.

- H. Unauthorized Excavation: The removal of materials beyond indicated subgrade elevations, trench payment width, or dimensions without direction by the Engineer. Unauthorized Excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- I. Structures: Footings, foundations, slabs and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- J. Utilities: Onsite underground pipes, conduits, ducts, and cables, as well as underground services within -the project limit.
- K. Dust Control: Controlling dust blowing and other movement on construction sites and roads due to construction equipment.

1.04 REFERENCES

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - AASHTO M36 Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
 - AASHTO M43 Sizes of Aggregate for Road and Bridge Construction
 - AASHTO T180 Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and 457-mm (18-in.) Drop
- C. American Society for Testing and Materials (ASTM)
 - ASTM D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.05 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Certificate of supply from borrow source, approved by ALDOT soil testing lab, that the material meets the Specification requirements.
- C. Test Reports: In addition to test reports required under Field Quality Control, submit the following:
 - 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
 - 2. One optimum moisture-maximum density curve and sieve analysis results for each soil material
- D. Material certifications for Sediment and Erosion Control Devices.
- E. Submit the design of any required support of excavation systems for the approval of the Engineer. Provide layout drawings for the designed system and other data prepared and sealed by a Registered Professional Engineer licensed in the State of Alabama. System design and calculations shall be in accordance with AASHTO standards and acceptable to local authorities

having jurisdiction. Submit trench box manufacturer certification that the equipment will sustain the anticipated loading and comply with AASHTO standards.

- F. Delivery Tickets: When requested by the Engineer, submit delivery tickets with each load of backfill material.
- G. Qualifications of the Independent Third-Party Inspection Agency to be employed by the Contractor.
- H. Description of guardrails and barricades used to protect the sides of trenches and excavations.
- I. Disposal logs for excavated material deemed unsuitable for backfill and disposed offsite. Logs shall be accompanied by the test reports for the material.
- J. Final Excavation/Backfill Surveys:
 - 1. At the completion of excavation to the grades specified in the Contract Drawings, submit final excavation survey to confirm conformance with the Drawings and establish the required backfill volume based on actual excavation performed.
 - 2. At the completion of backfilling to the grades specified in the Contract Drawings, submit final backfilling survey to confirm conformance with the Drawings.
- K. Compaction grouting:
 - a. Material product data and testing certificates
 - b. Mix design and compressive strength testing
 - c. Provide a list of major components to be used, such as pumps, hoses, pipes, fittings and drilling equipment, manufacturers' data on size, type, pressure rating, capacity and other critical characteristics for each item prior to the commencement of work.
 - d. Provide a listing of personnel to perform the work that includes the experience and qualification of key personnel.
 - e. Provide a list of similar work performed in the previous five years, using similar equipment and personnel. Include dates and project locations.
 - f. Submit copies of drilling and grouting report forms for approval by the Engineer.
 - g. Submit certification(s) of grout gauges.

1.06 QUALITY ASSURANCE

- A. Inspection Agency: An independent third party for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering technology/construction or construction materials testing/soils to perform testing specified herein.
- B. The Agency's responsibilities shall include:
 - 1. Having an Inspector present on-site during all earthwork operations.
 - 2. Approving all backfilling procedures and mechanical compaction equipment.
 - 3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area, or more often if directed by the Engineer.

4. The Contractor shall notify the Inspection Agency three days before the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.
 5. Maintaining accurate records in regard to Excavation and fill or backfill for approved undercutting or over-excavation.
- C. Structures, paving, landscaping, and other site improvements damaged by settlement, shall be removed and replaced at no extra cost to the Owner.

1.07 SYSTEM DESCRIPTION

- A. Excavation work under this contract is unclassified, and includes (without limitation) Excavation and removal of all soil, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.
- B. Maintain carefully all benchmarks, monuments, and other reference points and, if disturbed or destroyed, replace as directed by Engineer.
- C. All work specified herein shall be done in a safe, approved manner and in accordance with all governing codes, ordinances, and regulations.
- D. Suitable onsite material excavated from within the existing coffer cells or behind the existing wharf and cells shall be stockpiled, then used as fill. Only material meeting the requirements for suitable onsite material, as specified in Paragraph 2.01 and as determined by the Inspection Agency shall be placed in this stockpile.
- E. All unsuitable material and excess shall be disposed of off-site.

1.08 SUBSURFACE INFORMATION

A Boring Plan and Subsurface Profiles are presented in the Contract Drawings. The Contractor, at his own expense, may make additional investigations he considers justified.

1.09 PROJECT CONDITIONS

- A. Demolish and completely remove from site existing underground utilities and structures indicated to be removed within the limits of demolition. Contractor shall verify that existing utilities noted as abandoned on the plans are in fact abandoned and not active prior to demolition. Coordinate with utility companies to shut off services if lines are active.
- B. The Contractor is responsible for verifying the location of underground utilities.
- C. The south coffer cell is believed to be filled with a combination of sand and 9"-12" stone below the concrete cap over its footprint. Between the cap and current grade, the fill is unknown, but is likely to be select structural backfill from the construction of the museum bulkhead.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. The Contractor shall reuse suitable onsite material for backfill material. If additional material is required, the Contractor shall use Select Borrow as specified in subparagraph 2.01.C of this Section.
- B. Classification of suitable onsite material for general site grading and backfill shall be determined solely by the Engineer using the following criteria:
 - 1. The material shall not contain wood, organics, or debris.
 - 2. Maximum particle size less than 4 inches.
 - 3. Moisture content less than 20%.
 - 4. Liquid Limit less than 40.
 - 5. Plastic Index less than 15.
- C. Select borrow material shall conform to the following:
 - 1. United Soil Classification soil groups GW, GP, GM, SW, SP, SM, in accordance with ASTM D 2487.
 - 2. The percent of material passing the No. 200 sieve shall not exceed 20%.
 - 3. The Liquid Limit shall not exceed 40 and the Plastic Index shall not exceed 10.
 - 4. The maximum dry density of the material shall exceed 105 lb/ft³ as determined by AASHTO T180, Method C.
 - 5. Material shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious materials.
 - 6. Recycled asphalt, concrete, or slag product shall not be used.
- D. The Contractor shall reuse the stockpiled material as backfill, providing the material meets the requirements of subparagraph 2.01.B of this Section.

2.02 SEDIMENT AND EROSION CONTROL

Material furnished for sediment and erosion control shall comply with applicable articles of Section 665 of ALDOT specifications, including revisions thereof and additions thereto, unless otherwise specified herein, and summarized as follows:

- 1. Corrugated metal pipe for stabilized construction entrance shall conform to AASHTO M36. The pipe shall have a minimum thickness of 14 gauge.
- 2. Geotextile for stabilized construction entrances shall conform to the requirements of Section 600's of ALDOT and also ADEM specification.
- 3. Mulch shall conform to the requirements of Section 920.05 of the MDOT-SHA Standard Specifications for straw mulch.
- 4. Removable Pumping Station shall be in accordance with the standard detail shown on the Contract Drawings.
- 5. Sediment basin spillway riser plate shall be 1/2-inch-thick galvanized steel, with a draw down device of 6-inch perforated corrugated metal pipe.

6. Soil stabilization matting shall conform to the requirements of ALDOT specification section 200's.
7. Stone for stabilized construction entrances shall conform to the requirement of AASHTO M43, Size No. 2.
8. Temporary and Permanent Seed shall conform to the requirements of the Contract Drawings.
9. Turbidity Curtain shall be in accordance with the standard detail shown on the Contract Drawings.
 - a. Fabric: 22 oz. – 500 lb/in tensile strength vinyl coated nylon.
 - b. Floatation: 12" marine quality rolled microfoam.
 - c. Main Load Lines: 5/16" vinyl sheathed galvanized steel cables (over 19,000 lb break strength).
 - d. Ballast: 1.5 lb/ft enclosed 3/8" galvanized chain
 - e. General construction of curtain shall comply with DOD specification MIL-B-29617(YD).
10. Fabric for Inlet Protection shall conform to the requirements of Section 600.
11. Fabric for Silt Fence shall conform to the requirements of Section 6001 of the ALDOT Specifications.
12. Stone for Inlet Protection shall be No. 2 stone in accordance with AASHTO M43.

2.03 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep.
- B. Tape Colors: Provide tape colors for utilities as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

2.04 SUPPORT OF EXCAVATION

Use manufacturers and materials for shoring, sheeting, and bracing as recommended by the Contractor's licensed Professional Engineer who designed the shoring, sheeting, and bracing.

2.05 COMPACTION GROUTING

A. Mix Design

1. Grout mix shall be composed of Portland cement, a supplementary cementitious material, and natural soil. The mix shall achieve a design compressive strength of 3000 psi minimum.

B. Materials

1. Cementitious materials: See Section 03 31 30 Marine Concrete.
2. Natural Soil:
 - a. Soil fines must have a liquid limit of 25 or less and a plasticity index of 10 or less when tested according to AASHTO T 89 and T90, respectively. Natural fines may be supplemented by fly ash to achieve the specified percent passing the No. 200 sieve.

Sieve Size	Percent Passing by Weight
3/8"	100
No. 200	10-30

3. Admixtures:

- a. See Section 03 31 30 Marine Concrete. Anti-washout admixture is required.

4. Equipment:

- a. Compaction Grout Mixer. Furnish a pugmill type grouting mixer to ensure complete mixing of the stiff grout, or a mixer approved by the Engineer. The compaction grout mixer must be of sufficient capacity to continuously deliver grout having a slump of less than 2 in. at pressures up to 1,000 psi, at flow rates ranging from 0.1 to 5.0 cubic feet per minute.
- b. Riser. Furnish a riser elbow having a minimum 1 ft. radius curve to minimize the potential for grout blockage.
- c. Gauges. Provide gauges at the pump and the grout pipe head to measure pressure and rate of flow. The type and location of gauges must be approved by the Engineer. Provide a dial gauge or meter capable of measuring to 0.5 cu. ft. or less to measure the amount of grout pumped into the hole. Provide a pressure gauge graduated in 10-psi increments or less to measure the applied pressure. All gauges must be certified accurate to within 2%. Submit certification to the Engineer for review prior to any construction activities. Suitably protect gauges and flow meters to prevent grout clogging or damage from handling, vibration or shock.
- d. Grout Hose. Furnish a compaction grout hose having a minimum inside diameter of 2 in. with non-restrictive full flow couplings and having sufficient strength for the pressures anticipated and being in good repair.
- e. Drilling Equipment. Furnish drilling equipment capable of drilling through the

- f. subsurface materials. The drilling equipment must be capable of installing the casing to be used. Provide flush joint steel casing with a minimum inside diameter of 2 in. The steel casing must have adequate strength to maintain the hole and to withstand the required jacking and pumping pressures.
- 5. Contractor Experience:
 - a. The Contractor who does this compaction grouting work must have at least three years of experience in soil-cement grouting involving pressures above 200 psi. Submit the name of the firm that will do the compaction grouting at the pre-construction conference. Perform no work until the firm is approved by the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Excavation, grading, and fill construction shall conform to the ALDOT Section 200 except as modified herein.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Ground surfaces after completion of Unclassified Excavation shall conform to the lines and grades shown on the Contract Drawing to within 0.1-foot.
- E. Excavation of unsuitable material below proposed subgrade elevations shall only be performed as directed by the Engineer; the Contractor shall be responsible for maintaining records of such work.

3.02 EXCAVATION

- A. Explosives: Explosives are not permitted.
- B. Sheet piling and Shoring: Sheet piling and shoring shall be incidental to any earthwork operation.
 - 1. Sheet piling and shoring shall be employed by the contractor where required to protect existing site features and structures from damage due to layback excavations.
 - 2. The Contractor shall support the sides and ends of all excavations with braces, trench boxes, sheet piling shores, or stingers which meet accepted engineering requirements. All sheet piling shall be put in place and/or driven by persons skilled in such work and shall be so arranged that it may be withdrawn as backfilling proceeds, without injury to the structures built under the contract or to any roadbed, adjacent structure, or property. If, in the opinion of the Engineer, the material furnished for sheet piling Excavation is not of proper quality or sufficient size, or not properly placed to ensure the safety of the work or of adjacent structures or property, the Contractor shall, upon notice, forthwith procure and place suitable shoring materials or the work may be ordered stopped until said notice shall have been carried out and without entitling the Contractor to any claim for extra compensation, damage, or delay. Nothing in this Specification shall be read or interpreted as permitting lesser degrees of support than required by Federal regulations under OSHA. At all times, Federal requirements shall be met, as a minimum.

3. All sheeting in Excavation shall be withdrawn as the backfilling proceeds. If the Contractor requests to leave the sheeting in place and the Engineer approves, it shall be cut-off at least 18 inches below the finished grade. All cut-off material shall be removed. The sheeting left in place and the cut-off and removal shall be at the Contractor's own expense.
 4. Wherever necessary, in quicksand or soft ground, or for the protection of any property, sheeting shall be driven to such depth below the bottom of the Excavation as may be required or directed without extra compensation.
 5. Guardrail or barricades shall be provided at or near the sides of excavations as necessary to protect the workmen and the public. The description of the type of guardrail or barricades to be used shall be submitted to and approved by the Engineer prior to starting any work.
 6. Excavated material and superimposed loads shall not be nearer than 18 inches to the sides of an excavation, unless bracing has been installed that is designed to withstand the load.
- C. Unclassified Excavation: Excavation is unclassified and includes Excavation to required subgrade elevations regardless of the character of materials and obstructions encountered. Unclassified Excavation shall be confined to the Excavation, backfill, compaction, hauling, and disposal for pavements on fast land. Excavation for demolition and removal work, as well as installation of utilities, shall be considered incidental to that work.
- D. Suitable onsite material encountered within the limits of excavation shall be reused as backfill. The Contractor shall carefully excavate to avoid contamination with unsuitable materials. Stockpiled material shall be protected to prevent loss or contamination with other materials. Surplus material shall be disposed of offsite. The Contractor shall keep a disposal log to be submitted to the Engineer.
- E. The Contractor shall exercise care in his excavation operations so as not to damage existing pavement and structures to remain.
- F. Pavement materials, concrete foundations, wood, trash, debris, and unsuitable soils encountered shall be disposed of offsite in a legal manner.

3.03 STORAGE OF EXCAVATED MATERIALS

- A. Following removal of existing landscaping features, the Contractor shall excavate where required for construction, and stockpile all suitable onsite material for reuse as backfill. The Contractor shall segregate and remove any debris resulting from demolition from the material to be stockpiled.
- B. The suitable onsite material shall be hauled and stockpiled in as indicated on the drawings. The stockpile embankment will be no more than twenty (20) feet in height with maximum 2:1 side slopes. The Engineer shall make the sole determination as to the suitability or unsuitability of the excavated material for reuse as structural fill for the new wharf based on soil classification and moisture content.
- C. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
1. Stockpile soil materials away from edge of excavations and provide silt fence to retain any sediment from running offsite.

3.04 BACKFILLING

- A. Contractor shall recover and reuse the stockpiled material to backfill excavations. The Contractor shall be responsible for making sure enough quantity is available for all required backfilling areas prior to disposal of any suitable excavated material.
- B. This fill may be supplemented with material meeting the requirements of Select Borrow as specified in Paragraph 2.01.C of this Section.
- C. Backfill material shall be layered and compacted.

3.05 COMPACTED FILL

- A. Fills shall be constructed in accordance with Section 204.03 of ALDOT Specifications Section 200 unless otherwise specified.
- B. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill materials evenly on all sides of structures to required elevations.
- D. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to AASHTO T180:
 - 1. Across the project site, compact the top 12 inches below subgrade and each layer of backfill or fill material at 97% maximum dry density.
- E. When necessary, the layer shall be wetted or dried in order to compact the layer to the required density. The resultant moisture content, when finally compacted to required density, shall be within two (2) percentage points of optimum.
- F. Top of fill grade shall conform to the elevations shown in the Contract Drawings to within 1/2-inch.
- G. Compaction shall be by suitable mechanical compaction equipment subject to the approval of the Inspection Agency.
- H. Areas inaccessible to mechanical rollers shall be compacted with mechanical tampers to the required density.

3.06 PROTECTION

Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

3.07 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and all unsatisfactory waste material, including soil, trash, and debris, and legally dispose of it off the property.
- B. Pavement materials, concrete foundations, wood, trash, track materials, debris and unsuitable soils encountered shall be disposed of in accordance with all local, State and Federal regulations governing their disposal.

3.08 EROSION AND SEDIMENT CONTROL

- A. Installation of erosion and sediment control structures is phased in accordance with the construction sequencing plan set forth on the Contract Drawings. If the Contractor proposes any changes to the Erosion and Sediment Control Plans, they must be submitted at least 14 days prior to the Notice to Proceed to -
- B. Any standing water within the Excavation that the Contractor chooses to pump shall be diverted to a sediment control filtering structure or device before allowing it to drain into any manmade or natural waterway.
- C. The Contractor shall maintain Stabilized Construction Entrances in a serviceable condition by removing debris, adding stone, or other methods as approved by the Engineer.
- D. Silt Fence and Inlet Protection shall be maintained throughout construction.
- E. Temporary and permanent seeding and mulching schedule and rates of application shall be made in accordance with ALDOT specifications.
- F. Turbidity curtain shall be anchored at 50-foot intervals. Provide a buoy at each anchor location.

3.09 FIELD QUALITY CONTROL

Field Density

- 1. In-place density shall be measured in accordance with ALDOT specifications Section 300.
- 2. A minimum of one (1) density and moisture content test shall be performed for each 2,500 square feet per lift of backfill above the water table.

3.10 COMPACTION GROUTING

- A. Grout Pipe Installation
 - 1. Use a drilling method that is capable of simultaneously drilling the hole and advancing the casing to prevent collapsing the hole. Install the casing in such a way that there is intimate contact with the drilled hole wall in order to prevent grout leakage and/or premature upward movement of the casing during injection of high pressure compaction grout. Furnish and use external packing or other means of assuring grout delivery to the bottom of the hole as approved by the Engineer.
 - 2. Employ only air or air-injected foam to install grout pipes. No other drilling fluids may be used unless approved by the Engineer. Install all grout pipes to within five degrees of vertical, or as directed by the Engineer.
- B. Grout Injection Procedures
 - 1. Continuously monitor grouting pressure and flow rate at the grout pipe head and at the pump by pressure gauges and flow meters.
 - 2. Inject compaction grout in increments of 2 ft. under continuous pressure by the bottom-up method.
 - 3. Controlled compaction grout pumping rates of 0.1 to 2.0 cubic feet per minute are required. The acceptable rate of injection must not exceed 2.0 cubic feet per minute.
 - 4. Criteria for Raising Grout Pipe:
 - a. The grout pressure at the gage located at the grout pipe head exceeds 200 psi.

- b. More than 2 cu. ft. of grout is injected per 2 ft. interval at a pressure of 100 psi or greater.
- C. Testing and Quality Control:
 - 1. Drilling Reports:
 - a. Prepare and provide drilling reports which contain at least the following information: Name of driller, type of drill and method being used, date started, date completed, type of flushing, location of hole, depth of hole and type and depth of material encountered.
 - 2. Grouting Reports:
 - a. Prepare grouting reports which contain at least the following information:
 - 1) Name of grouting technician, constituents and proportions of grout, log of quantity injected per 5 ft. of hole, date, rate of pumping, grouting pressure at the hole, type of pump, grouting pressure at the pump, and depth of hole. Make drilling reports and grouting reports available to the Engineer at the end of each working day.

*****END OF SECTION*****

SECTION 31 41 16

METAL SHEET PILING

PART 1 - GENERAL

1.01 DESCRIPTION

The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the steel sheet pile bulkhead wall and deadmen (steel sheet piling) as shown on the Contract Drawings and as herein specified or directed by the Engineer.

1.02 RELATED SECTIONS

Section 05 50 13	Miscellaneous Metal Fabrications
Section 09 97 13	Coating of Steel Waterfront Structures

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Welding Society (AWS)
 - AWS D1.1/D1.1M (2020) Structural Welding Code - Steel
- C. ASTM International (ASTM)
 - ASTM A6/A6M (2021) General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 - ASTM A572/A572M (2021e1) High-Strength Low-Alloy Columbium-Vanadium Structural Steel

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Driving Procedures
 - 2. Pulling and Redriving Procedures
 - 3. Installation Plan
 - a. Submit information on the proposed methods of installation, pile driving plan including sequence of driving, and details of all pile driving equipment and accessories.
- C. Shop Drawings
 - 1. Steel Sheet Piling (z-shaped) sheets, interlocks, connectors, and all other all fabrications, coated lengths

- D. Product Data
 - 1. Pile Driving Equipment
- E. Test Reports
 - 1. Materials Tests and Mill Certificates
- F. Closeout Submittals
 - 1. Pile Driving Records
 - 2. As-Built Survey/Drawings

1.05 QUALITY ASSURANCE

Material Certificates: For each shipment, submit certificates identified with specific lots prior to installing piling. Include in the identification data piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

1.06 DELIVERY, STORAGE, AND HANDLING

Materials delivered to the site shall be new and undamaged and shall be accompanied by certified test reports. Provide the manufacturer's logo and mill identification mark on the sheet piling as required by the referenced specifications. Store and handle sheet piling in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks; as a minimum, support on level blocks or racks spaced not more than 10 feet apart and not more than 2 feet from the ends. Storage of sheet piling shall also facilitate required inspection activities and prevent corrosion due to damage to coatings prior to installation.

PART 2 - PRODUCTS

2.01 STEEL SHEET PILING

- A. Submit detail drawings for steel sheet piling, including z-shaped sections, connectors, and interlocks, showing complete piling dimensions and details, driving sequence, coated length, and location of installed piling.
 - 1. Include in the drawings, details of top protection, special reinforcing tips, tip protection, lagging, splices, fabricated additions to plain piles, cut-off method, corrosion protection, and dimensions of templates and other temporary guide structures for installing piling. Provide details of the method for handling piling to prevent permanent deflection, distortion, damage to piling interlocks, and damage to coating systems.
 - 2. Steel sheet piling shall be hot-rolled steel sections conforming to ASTM A572/A572M, Grade 60.
 - 3. For protection of sheet piling, coat it in accordance with Section 09 97 13, "Coating of Steel Waterfront Structures."
- B. Interlocks: The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed.
- C. General Requirements: Sheet piling, including z-shaped sections, interlocks, and connectors, shall be full-length sections of the dimensions shown. Provide sheet piling with standard pulling holes. Fabrication for sheet piling shall be as specified herein and as specified in Section 05 50 13, "Miscellaneous Metal Fabrications," as applicable.

- D. Galvanic Anode Cathodic Protection System:
1. If the cathodic protection system design include anodes fixed to the sheet piling waterside of the bulkhead wall, the connectors for the anodes must be installed on the sheet piling prior to coating and pile driving.
 2. After completion of all pile driving and approval by the Engineer of the pile installation as-built survey, the interlocks of all sheet piles shall be welded together with a 4" long, 3/16" fillet weld at the top of each interlock for electrical continuity.

2.02 APPURTENANT METAL MATERIALS

Provide tie rods, metal plates, shapes, bolts, nuts, and other appurtenant fabrication and installation materials conforming to manufacturer's standards and to the requirements specified in the respective sheet piling standards and in Section 05 50 13, "Miscellaneous Metal Fabrications."

2.03 TESTS, INSPECTIONS, AND VERIFICATIONS

- A. Requirements for material tests, workmanship and other measures for quality assurance shall be as specified and in Section 05 50 13, "Miscellaneous Metal Fabrications."
- B. Materials Tests and Mill Certificate: Submit certified materials tests reports and mill certificates showing that sheet piling and appurtenant metal materials meet the specified requirements, for each shipment and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of ASTM A6/A6M. Perform materials tests conforming to the following requirements. Sheet piling and appurtenant materials shall be tested and certified by the manufacturer to meet the specified chemical, mechanical and section property requirements prior to delivery to the site. Testing of sheet piling for mechanical properties shall be performed after the completion of all rolling and forming operations. Testing of sheet piling shall meet the requirements of ASTM A6/A6M.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Pile Driving Equipment
1. Submit complete descriptions of sheet piling driving equipment including vibratory and impact hammers, extractors, protective caps and other installation appurtenances, at least 30 days prior to commencement of work. Descriptive information includes manufacturer's name, model numbers, capacity, rated energy, hammer details, cushion material, helmet, and templates. Provide pile driving equipment conforming to the following requirements.
 2. Driving Hammers: Hammers shall be vibratory type. The driving energy of the hammers shall be as recommended by the manufacturer for the piling weights and subsurface materials to be encountered. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.
 3. Jetting Equipment: Jetting will not be permitted.
 4. Spudding: Spudding will not be permitted.
 5. Predrilling Equipment: Predrilling to remove obstructions encountered below grade is permitted. Submit complete descriptions of equipment and proposed drill size. Drilling fluid is not permitted as the hole must be allowed to fill with soil after extraction of the drill.

B. Placing and Driving

1. Any excavation and removals required within the area where sheet pilings are to be installed shall be completed prior to placing sheet pilings. Pilings properly placed and driven shall be interlocked throughout their length with adjacent pilings to form a continuous diaphragm throughout the length or run of piling wall.
 - a. Sheet piling shall be carefully located as indicated or as otherwise directed by the Engineer. Pilings shall be placed plumb with out-of-plumbness not exceeding 1/8 inch per foot of length and true to line. Place the pile so the face will not be more than 6 inches from vertical alignment at any point. Top of pile at elevation of cut-off shall be within 1/2 inch horizontally and 2 inches vertically of the location indicated. Extents of piles shall be within 6 inches of locations shown on the drawings. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.
 - b. Provide temporary wales, templates, or guide structures to ensure that the pilings are placed and driven to the correct alignment. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is achieved. Use two templates, at least, when placing each piling not less than 20 feet apart. Templates shall not move when supporting sheet piling. Fit templates with wood blocking, UHME-PE, or other suitable material to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure that the piles are vertical and in position. If two guide marks cannot be seen, other means shall be used to keep the sheet pile vertical along its leading edge.
 - c. Driving: Submit records of the completed sheet piling driving operations, including a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions and top and bottom elevations of installed piling. Drive pilings with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths.
 - d. Maintain driving hammers in proper alignment during driving operations by use of leads or guides attached to the hammer.
 - e. Employ a protecting cap in driving when using impact hammers to prevent damage to the tops of pilings. Remove and replace pilings damaged during driving or driven out of interlock at the Contractor's expense.
 - f. Drive pilings without the aid of a water jet.
 - g. Take adequate precautions to ensure that pilings are driven plumb. Where possible, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. If at any time the forward or leading edge of the piling wall is found to be out-of-plumb in the plane of the wall the piling being driven shall be driven to the required depth and tapered pilings shall be provided and driven to interlock with the out-of-plumb leading edge or other approved corrective measures shall be taken to insure the plumbness of succeeding pilings. The maximum permissible taper for any tapered piling shall be 1/8 inch per foot of length.
 - h. Pilings in each run or continuous length of piling wall shall be driven alternately in increments of depth to the required depth or elevation. No piling shall be driven to

a lower elevation than those behind it in the same run except when the pilings behind it cannot be driven deeper. Incrementally sequence driving of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile. If the piling next to the one being driven tends to follow below final elevation it may be pinned to the next adjacent piling.

- i. If obstructions restrict driving a piling to the specified penetration, the obstructions may be removed by predrilling. Vibration levels at the monitoring point within the Wallace Tunnel must not exceed the limit during these activities. If the Contractor demonstrates that removal or penetration is impractical, make changes in the design alignment of the piling structure as directed to ensure the adequacy and stability of the structure. Pilings shall be driven to depths shown and shall extend up to the elevation indicated for the top of pilings. A tolerance of 2 inches above the indicated top elevation will be permitted.
 - j. Pilings shall not be driven within 100 feet of concrete less than 7 days old.
- C. Cutting-Off and Splicing: Pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Pilings driven below the required top elevation and pilings damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed at no additional cost to the Owner. If directed, pilings shall be spliced as required to drive them to depths greater than shown and extend them up to the required top elevation.
 - 1. Pilings adjoining spliced pilings shall be full length unless otherwise approved. If splices are allowed in adjoining pilings, the splices shall be spaced at least 4 feet apart in elevation. Splicing of pilings shall be as indicated. Ends of pilings to be spliced shall be squared before splicing to eliminate dips or camber. Pilings shall be spliced together with concentric alignment of the interlocks so that there are no discontinuities, dips, or camber at the abutting interlocks. Spliced pilings shall be free sliding and able to obtain the maximum swing with contiguous pilings. Welding and inspection of splices shall conform to the requirements of Section 05 50 13, "Miscellaneous Metal Fabrications". Shop and field welding, qualification of welding procedures, welders, and welding operators shall be in accordance with AWS D1.1/D1.1M.
 - 2. The tops of pilings excessively battered during driving shall be trimmed when directed, at no cost to the Owner. Piling cut-offs shall become the property of the Contractor and shall be removed from the site.
 - 3. Cut holes in pilings for bolts, rods, drains, reinforcing, and utilities in a neat and workmanlike manner, as shown or as directed. Use a straight edge in cuts made by burning to avoid abrupt nicks. Bolt holes in steel piling shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be reasonably smooth and the proper size for rods and other items to be inserted. Do not use explosives for cutting.
- D. Inspection of Driven Piling: Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems which may occur to the attention of the Engineer. Inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock shall be removed and replaced at the Contractor's expense.
- E. Pulling and Redriving: Submit the proposed method of pulling sheet piling, prior to pulling any piling. Pull, as directed, selected pilings after driving to determine the condition of the underground portions of pilings. Any piling so pulled and found to be damaged, to the extent that its usefulness in the structure is impaired, shall be removed and replaced at the

Contractor's expense. Pilings pulled and found to be in satisfactory condition shall be redriven when directed.

3.02 INSTALLATION RECORDS & AS-BUILT SURVEY/DRAWINGS

- A. The Contractor shall maintain a pile driving record for each sheet pile component driven as specified herein. Indicate on the installation record: installation dates and times, pile locations, tip elevations, cut-off elevations, and any reheading or cutting of piles. Record any unusual pile driving problems during driving. Submit complete records in a timely manner to the Engineer.
- B. After all wall piling has been driven, perform an as-built survey of the wall's plan location, recording the location of the waterside face of the sheet piling at every interlock. At the closure locations, survey the locations of the terminating interlocks and pile flange corners at each side of the closure. Survey must be prepared and certified by a qualified land surveyor licensed in the State of Alabama. Prepare drawings showing the wall alignment according to the survey and the as-built details of each wall closure.
- C. Concrete for the wall cap shall not be placed until the Engineer has reviewed and accepted the pile driving records and as-built survey/drawings. The survey and drawings shall be provided in a georeferenced AUTOCAD format.

*****END OF SECTION*****

SECTION 31 62 16

STEEL PIPE PILES

PART 1 - GENERAL

1.01 SCOPE

Steel Pipe Piles consist of the installation of Owner-furnished driven steel pipe piles by use of vibratory hammers.

1.02 RELATED WORK

- A. Marine Concrete – Section 03 31 30
- B. Miscellaneous Metal Fabrications – Section 05 50 13

1.03 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The most recent edition of this publication, including any revisions, shall be used.

- A. AMERICAN WELDING SOCIETY (AWS)
 - AWS D1.1/D1.1M (2020) Structural Welding Code - Steel
- B. ASTM INTERNATIONAL (ASTM)
 - ASTM A6/A 6M (2021) Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 - ASTM A 27 (2020) Steel Castings, Carbon, for General Applications
 - ASTM A252 (2019) Standard Specification for Welded and Seamless Steel Pipe Piles
 - ASTM D3966/D3966M (2022) Standard Test Methods for Deep Foundations Under Lateral Load

1.04 SUBMITTALS

The following shall be submitted to the Owner's Representative in accordance with the Contract Documents. Note that approval of the submittals by the Owner's Representative shall not be construed as relieving the Contractor from responsibility for compliance with the specification nor from responsibility of errors of any sort in the submittals.

- A. Preconstruction Submittals
 - 1. Installation procedures
 - a. Submit information on the proposed methods of installation, pile driving plan including sequence of driving, and details of all pile driving equipment and accessories.
- B. Shop Drawings

1. Pile placement: Submit pile placement plan at least 30 days prior to delivery of piles to the job site.
- C. Product Data
 1. Delivery, Storage, and Handling: Submit delivery, storage, and handling plans for piles at site.
- D. Closeout Submittals
 1. Pile Driving Records: Submit complete and accurate job pile driving records as specified in paragraph entitled "Pile driving records" of this section, within 15 calendar days after completion of driving.
 2. As-Driven Survey: Submit pile as-driven location survey as specified in paragraph entitled "Survey Data" of this section, within 15 calendar days after completion of driving.

1.05 DELIVERY, STORAGE, AND HANDLING

Conform all delivery, storage, and handling of materials to the requirements specified herein. Develop and submit plans for the delivery, storage, and handling of piles.

- A. Delivery and Storage
 1. Stack piles during delivery and storage so that each pile is maintained in a straight position and is supported every 10 feet or less along its length and not more than 2 feet from ends to prevent exceeding the maximum camber or sweep. Do not stack piles more than 5 feet high.
- B. Handling
 1. Piles shall be lifted using a cradle or multiple points pick-up to ensure that the maximum permissible camber is not exceeded due to insufficient support, except that a one-point pick-up may be used for lifting piles that are not extremely long into the driving leads. Nylon slings shall be used to handle coated steel piles during shipment, delivery to the site, and handling.
 2. Piles shall not be dragged across the ground. The Contractor shall inspect piles for excessive camber and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pipe Piles
 1. Piles were already fabricated as part of a separate contract (PR-029-22) whose scope once included the south coffer cell, but was cancelled and redirected to this contract. Piles are currently being stored in a City of Mobile storage yard (850 Owens St, Mobile, AL 36604). Coordinate with the City Engineering Department to obtain the piles.
- B. Pile Coating
 1. Piles shall not be coated.
- C. Concrete Infill for Bulkhead Deadman Piles
 1. Concrete infill shall be in accordance with Section 03 31 30 MARINE CONCRETE.

PART 3 - EXECUTION

3.01 PILE DRIVING EQUIPMENT

- A. Select the proposed pile driving equipment, including hammers and other required items, and submit complete descriptions of the proposed equipment in accordance with paragraph "Submittals."
- B. Pile Driving Hammers
 - 1. Provide vibratory type pile driving hammer.
 - a. Vibratory Hammers
 - 1) The size or capacity of hammers must be as recommended by the hammer manufacturer for the total pile weight and the character of the soil formation to be penetrated. The hammer must provide for maintaining a rigid connection between the hammer and the pile. In accordance with paragraph "Submittals," submit the following information for each vibratory hammer proposed:
 - i. Make and model.
 - ii. Eccentric moment (inch-pounds).
 - iii. Dynamic force (tons).
 - iv. Steady state frequency or frequency range (cycles per minute).
 - v. Vibrating weight (pounds).
 - vi. Amplitude (inches).
 - vii. Maximum pull capacity (tons).
 - viii. Non-vibrating weight (pounds).
 - ix. Power pack description.
 - b. Pile Driving Leads
 - 1) Support and guide hammers with fixed extended leads or fixed underhung leads. Operate vibratory hammers free hanging without leads. Provide two intermediate supports for the pile in the leads to reduce the unbraced length of the pile during driving and pulling.
 - c. Pile Extractors
 - 1) Pile extractors shall be vibratory-type hammer.

3.02 INSTALLATION

- A. Inspect piles when delivered and when in the leads immediately before driving. Cut piles at cutoff grade by an approved method.
- B. Pile Driving Records
 - 1. Compile and submit accurate records of the pile driving operations on the approved form in accordance with paragraph "Submittals." Include in driving records for each pile the date driven, pile identification number, cross section shape and pile dimensions, location, deviations from design location, original length, ground elevation, top elevation, tip

elevation, batter alignment, description of hammer used, total driving time in minutes and seconds, and any other pertinent information as required or requested, such as unusual driving conditions, interruptions or delays during driving, damage to pile resulting from driving, heave in adjacent piles, redriving, weaving, obstructions, jetting and predrilling (where approved), and depth and description of voids formed adjacent to the pile.

2. Additional data required to be recorded for vibratory hammers includes hammer power pack description, make, size, horsepower applied to pile, and hammer operating frequency.

C. Pile Placement and Tolerances in Driving

1. Develop and submit a pile placement plan which shows the installation sequence and the methods proposed for controlling the location and alignment of piles. Accurately place piles in the correct location and alignments, both laterally and longitudinally, and to the vertical or batter lines indicated. Establish a permanent base line to provide for inspection of pile placement by the Engineer during pile driving operations prior to driving job piles and maintain during the installation of the job piles.
2. A final lateral deviation from the correct location at the cutoff elevation of not more than 6 inches will be permitted for vertical piles. Manipulation of piles will not be permitted. A variation of not more than 0.25 inch per foot of pile length from the vertical for vertical piles. Redesign of pile caps or additional work required due to improper location of piles is the responsibility of the Contractor. Inspect piles for heave. Redrive heaved piles to the required tip elevation. Maintain the correct relative position of all piles by the use of templates or by other approved means. Piles damaged or not located properly or exceeding the maximum limits for rotation, lateral and vertical deviation, and/or variation in alignment must be extracted and new piles driven, or additional piles provided at a location directed at no additional cost to the Owner.

D. Survey Data

1. After the driving of all piles is complete, provide the Owner's Representative with an as-driven survey showing actual location and top elevation of each pile. Present a survey in such form that it gives deviation from plan location in two perpendicular directions and elevations of each pile to nearest half inch. Survey must be prepared and certified by a qualified land surveyor licensed in the State of Alabama.
2. The survey shall be provided in a georeferenced AUTOCAD format.

E. Pile Driving

1. Notify the Owner's Representative 30 days prior to the date pile driving is to begin. Do not drive piles within 100 feet of concrete less than 7 days old. Drive piles with hammers of the same model and manufacturer, same energy and efficiency, and using the same driving system. Operate hammers at all times at the speed and under the conditions recommended by the manufacturer. Prior to driving and with the pile head seated in the hammer, check each pile to ensure that it has been aligned correctly. Once pile driving has begun, keep conditions such as alignment and batter constant. Drive each pile continuously and without interruption until the required tip elevation has been attained. Deviation from this procedure will be permitted only when driving is stopped by causes that reasonably could not have been anticipated. A pile that cannot be driven to the required depth because of an obstruction, as indicated by a sudden unexplained change in pile advancement or drifting, must be pulled and redriven or cut off and abandoned, whichever is directed. After piles are driven, cut off square as required at the indicated cutoff elevation. Backfill any voids around piles or abandoned holes for pulled piles with sand and compact to the same density as the surrounding soil.

F. Heaved Piles

1. When driving piles in clusters or under conditions of relatively close spacing, perform observations to detect heave of adjacent piles. Backdrive heaved piles to original tip elevation without additional cost to the Owner.
- G. Extracted Piles
1. Extract and replace piles damaged or impaired for use during driving with new piles, or cut off and abandon and drive new piles as directed without additional cost to the Owner. The Owner's Representative may require that any pile be extracted for inspection. Redrive extracted piles when found to be in suitable condition at another location as directed. Replace piles extracted as directed and found to be damaged with new piles at the Contractor's expense.
- H. Long Piles
1. Handle and drive piles of a high slenderness ratio carefully to prevent overstress. Provide pile driving rig with rigid supports so that leads remain accurately aligned. Where a high degree of accuracy is required, erect templates or guide frames at or close to the ground or water surface.
- I. Welding
1. All welding shall conform to AWS D1.1/D1.1M and Section 05 50 13 "Miscellaneous Metal Fabrications".
- J. Concrete Infill for Pipe Piles
1. Remove all water, soil and debris from inside of piles before placing concrete. The pile inside diameter shall be clean of all soils or other contaminants.

*****END OF SECTION*****

SECTION 33 51 43

INSTRUMENTATION AND PERFORMANCE MONITORING OF STRUCTURES

PART 1 - GENERAL

1.01 SCOPE

- A. The Contractor shall monitor vibrations associated with all construction operations involving hauling and placement of any construction materials, movement of heavy equipment, or any activity likely to cause high vibration levels. These features of work shall include pile driving, demolishing existing structure, excavating earth and placing earth into hauling equipment, hauling earth, placing backfill material, and compacting backfill material. Prior to the start of operations, the Contractor shall submit his plan for the number and location of his vibration monitoring equipment, and calibration reports for all of his vibration monitoring equipment for the approval of the ENGINEER. The vibration monitoring equipment shall be calibrated as recommended by the equipment manufacturer.
- B. This work covers the following items:
- C. Furnishing, installing, protecting, and maintaining vibration monitoring instrumentation; collecting vibration data; and interpreting and reporting the results of vibration monitoring.
- D. Implementation of any required preventive and remedial measures, using the vibration monitoring data, to protect the following buildings, structures, properties, and facilities (referred to from now on as "structures") from excess vibration during construction activities:
 - 1. The George Wallace Tunnel
- E. Development and preparation of a vibration monitoring control program.
- F. Recording baseline survey and ambient vibration levels at structures to be monitored.
- G. Supplying qualified personnel or a qualified subcontractor meeting the requirements of this Specification.
- H. The Owner is not responsible for the safety of the work based on vibration, and compliance with this Specification does not relieve the Contractor of full responsibility for damage caused by the Contractor's operations.

1.02 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility for errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Vibration Monitoring Plan
- C. Product Data
 - 1. Seismographs
 - 2. Geophones
- D. Test Reports

1. Pre-Construction Baseline Vibration Report
 2. Preliminary Sheet Pile Driving Vibration Monitoring Report
 3. Construction Vibration Monitoring Reports
- E. Construction Vibration Monitoring Reports
1. Submit weekly regardless of whether recorded vibration reached the monitoring threshold. At the completion of construction, submit a summary report of observed vibrations and the corresponding construction activities occurring at the time of observation.
 2. The report shall include the job title; name of registered professional engineer and vibration monitoring firm; type of vibration monitoring equipment used including type, model and method of measuring vibrations; date of monitoring; location and sketch of monitoring operations; distance from operations; type and location of construction operation(s) being monitored; minimum and maximum readings (any readings above the maximum peak particle velocity) with dates, durations and times, including copies of vibration recording tapes with the documentation of corrective actions taken and the interpretation/ assessment that these vibrations would have had on the structure; and the original copies of the executed rights-of-entry agreements for property on which vibration monitoring occurred during that assessment Period. The ENGINEER may check the vibration monitoring operations by performing its own independent vibration monitoring.
- F. Certificates
1. Equipment Calibration Certificates
 2. Vibration Monitoring Specialist Qualifications

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Seismograph. Provide three-component direct-reading velocity instrument (seismograph), having a frequency range of 2 cycles per second to 250 cycles per second, or greater, a velocity range of 0.02 to 4.0 in./sec, and adhering to design criteria for portable seismograph as outlined in USBM RI 5708 and USBM RI 6487. Provide appropriate up-to-date calibration certification for the instruments. Provide hardware, enclosures and other necessary items to secure and protect the seismograph in the designated location.
- B. Geophone. Provide geophone which is compatible with seismograph. Geophone for monitoring vibration at the George Wallace Tunnel must be located with the tunnel's southern lane at the location specified on construction drawings S-003 and S-103.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Qualifications.
1. Employ a Professional Engineer or Geologist licensed in the State of Alabama to perform vibration monitoring work (Vibration Monitoring Specialist). The Vibration Monitoring Specialist is to have at least five years of experience installing, using, and interpreting

vibration monitoring instrumentation, with at least (3) projects of similar size and complexity in the previous 5 years.

2. Submit the names and qualifications of the Vibration Monitoring Specialist to the Owner for approval, at least 30 days prior to the installation of the instruments or monitoring points.

B. Vibration Monitoring Plan.

1. Submit the Vibration Monitoring Plan to the Owner for review and approval, at least twenty-one (21) days prior to commencement of proposed construction activities. The Vibration Monitoring Plan will include, at a minimum:
 - a. Ambient vibration levels at the locations shown on construction drawing S-101 are proposed for monitoring during construction. This monitoring should continuously record the maximum single-component peak particle velocities for one-minute intervals, displayed in a bar graph format. Perform ambient vibration monitoring for at least two non-consecutive workdays, spanning the hours in which construction activities will occur.
 - b. Location sketches depicting the proposed vibration points.
 - c. Proposed list of equipment to be used on the project, including the number and type of seismographs.
 - d. Should vibration estimates indicate anticipated vibrations greater than the threshold limit, describe in the vibration monitoring plan means and methods to be implemented during construction to limit vibrations.
2. Do not commence site work until the Vibration Monitoring Plan is approved.

C. Monitoring Requirements

1. Pre- Construction Baseline Vibration Report
 - a. Obtain baseline survey readings of vibration monitoring instruments at locations to be monitored during construction. Provide at least three (3) sets of readings, with readings taken at intervals of at least 24 hours apart. Submit baseline readings to the Owner at least three (3) business days before commencing construction activities. For monitoring points or instruments that cannot be installed until after construction starts, submit baseline readings within five (5) calendar days of the installation.
2. Preliminary Sheet Pile Driving Vibration Monitoring Report
 - a. After the concrete cap over the interior footprint of the coffer cell has been demolished to provide access for driving sheet piles, install a single sheet pile of the same size as the wall piling to the design tip elevation at a distance of 20 ft from the west closure.
 - b. This preliminary test pile shall not be coated as it will be repeatedly driven and extracted. It will not be incorporated into the final construction.
 - c. Monitor the vibration recorded by the tunnel seismograph in real-time during installation of this pile to ensure it does not exceed the specified limit. If vibration does not exceed the limit during driving to tip elevation, extract the pile and reattempt installation 5 ft away along the wall alignment, closer to the west closure. Repeat this process until the test pile is either successfully installed at the wet closure location, or vibration during installation exceeds the limit.

- d. If the pile refuses due to encountering an obstruction not identified by the probing study, extract and re-attempt driving 5 ft away along the wall alignment. For purposes of recorded peak vibration, identify the peak vibration caused by the obstruction, the peak during installation up to the obstruction, and the peak during pile extraction.
 - e. Submit report of the recorded vibrations during each activity with explanation of what activity occurred during each period of measured vibration, the location of the pile during each period, and the location/depth of any obstructions. Provide a graph of peak vibrations during driving of the pile plotted against the distance of each installed location from the west closure location.
 - f. If it is not possible to install sheet piling at the closest location to the Wallace Tunnel, the west closure, without exceeding the vibration limit, the design and/or limit will have to be reexamined by the Engineer.
3. Vibration Monitoring
- a. Install seismographs at specified locations before commencing vibration-producing construction operations. Move seismograph locations as required by changes in construction activities and as approved by the Owner.
 - b. Perform vibration monitoring continuously during construction operations.
 - c. The threshold vibration peak particle velocity limit is 0.5 inches per second.
 - d. Seismographs should be configured to operate continuously, capable of displaying peak particle velocity measurements in a bar graph. Measurement intervals should not exceed 15 seconds during vibration-producing construction operations.
 - e. Take necessary precautions to prevent damage and disturbance to the survey points, seismographs, and other instruments during the project's duration. Replace points or equipment damaged or vandalized during the Contract's life at no cost to the Owner.
 - f. Perform construction operations and vibration monitoring following the approved Vibration Monitoring Plan. The Owner must authorize changes to the plan before implementation.
 - g. The Vibration Monitoring Specialist interprets the collected data, including correlating instrumentation data and specific construction activities. For specific instrumentation used to protect existing structures, evaluate the instrumentation data to determine whether the response to construction activities is accurately captured or if additional monitoring instrumentation is required.
 - h. If a vibration monitoring Threshold Value is reached, immediately stop work and contact the Owner to discuss appropriate response actions required, if any, so that a Limiting Value is not exceeded. No work is to be performed within the project limits until the Owner has reviewed and approved the Contractor's proposed response action. If required, the Vibration Monitoring Specialist to install additional instrumentation as directed by the Owner.
 - i. Damage due to the Contractor's construction activities is the Contractor's sole responsibility. It is to be repaired to the satisfaction of the Owner and the affected property owner. The Contractor will repair Any construction-related damage at no cost to the Owner.

END OF SECTION

RESOLUTION

2023

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, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: ROB'T J. BAGGETT, INC.

Project Name: MOBILE RIVERFRONT - COOPER RIVERSIDE
REDEVELOPMENT COOPER RIVERSIDE PARK

Project Number: PR-029-22

Amount: \$6,973,541.00

Adopted: JAN 02 2024


City Clerk

V#20370
G-GOMESA
C#



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 2 day of January in the year 2024
(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)

Rob't J. Baggett, INC.
759 Holcombe Ave
Mobile, AL 36606

City of Mobile Business License Number: 36051
Secretary of State Registration Number: 000 - 042 - 744

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

Mobile Riverfront -Cooper Riverside Redevelopment
Cooper Riverside Park
Mobile, Alabama 36602
PR-029-22
Riverside Redevelopment Phase 1
The project scope consists of replacement of existing
deteriorated wharf, bulkhead, and cell structures
forming the shoreline of the Cooper Park

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

Moffat & Nichol, INC.
11 N Water St Ste 20220
Mobile, AL 36602

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1781681779)

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

(Paragraph deleted)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

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

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

☒ Not later than Three Hundred Sixty Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 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.

Init.

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 **Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$ 6,973,541.00)**, subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$6,723,541.00
Contingency Allowance: \$250,000.00
Total Contract Sum: \$6,973,541.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in 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)
1. N/A		

§ 4.5 Liquidated damages:

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

A time charge equal to two hundred fifty dollars and no cents (\$1000.00) 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 Engineer by the Contractor and Certificates for Payment issued by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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. For projects over \$250,000.00, 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.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

(Paragraphs deleted)

§ 5.1.7.3 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.

§ 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.

§ 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 Engineer/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

Init.

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 (Rob't J. Bagget, INC.) has completed the contract for Mobile Riverfront -Cooper Riverside Redevelopment Cooper Riverside Park PR-029-22 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 Engineer.)

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

(Paragraphs deleted)

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)

Init.

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User Notes:

(1781681779)

Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
759 Holcombe Ave.
Mobile, AL 36606
Linda@RJBaggett.com
251-473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten 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 not less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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

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- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property Damage | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |
| J. | Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable). |
| K. | Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy. |
| L. | The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution." |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury &
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: 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 Engineer'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.
- .14 Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

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

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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 30 days' (except 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 Engineer and the Engineer'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)

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Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

(Paragraphs deleted)

- 2 Drawings

Number	Title	Date
G-001	Cover Sheet	09/27/2023
G-002	Index Of Drawings, Legends, & Abbreviations	09/27/2023
G-003	General Notes	09/27/2023
G-101	Owner Work Plan	09/27/2023
G-102	Construction Staging And Phasing Plan	09/27/2023
GA101	General Arrangement Plan	09/27/2023
V-101	Existing Conditions Plan	09/27/2023
B-601	Boring Logs - Landside	09/27/2023
B-602	Boring Logs - Waterside	09/27/2023
CD101	Landside Demolition Plan	09/27/2023
CD501	Civil Demo Details (1 Of 2)	09/27/2023
CD502	Civil Demo Details (2 Of 2)	09/27/2023
CE501	Civil Erosion Details	09/27/2023
CG101	Civil Grading Plan	09/27/2023
S-001	Structural Notes	09/27/2023
S-002	Construction Phasing & Staging - Bulkhead And North Coffe Cell	09/27/2023
S-003	Construction Phasing - South Coffe Cell	09/27/2023
S-004	Vibration Monitoring Location	09/27/2023
SD101	Demolition Plan	09/27/2023
SD301	Demolition Sections (1 Of 2)	09/27/2023
SD302	Demolition Sections (2 Of 2)	09/27/2023
S-100	Plan - Monitoring Points	09/27/2023
S-101	Plan -Piling Before Demolition Of North Cells Plan - Deck After Demolition	09/27/2023
S-102	Enlarged Plan - South Bulkhead	09/27/2023
S-103	Elevation - Bulkhead	09/27/2023

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S-201	Sections - Bulkhead (1 Of 2)	09/27/2023
S-301	Sections - Bulkhead (2 Of 2)	09/27/2023
S-302	Sections - South Coffe Cell (1 Of 2)	09/27/2023
S-303	Sections - South Coffe Cell (2 Of 2)	09/27/2023
S-304	Revetment Cross Sections (1 Of 2)	09/27/2023
S-305	Revetment Cross Sections (2 Of 2)	09/27/2023
S-306	Details - Bulkhead (1 Of 4)	09/27/2023
S-501	Details - Bulkhead (2 Of 4)	09/27/2023
S-502	Details - Bulkhead (3 Of 4)	09/27/2023
S-503	Details - Bulkhead (4 Of 4)	09/27/2023
S-504	Details - Miscellaneous	09/27/2023
S-505	Details - Deadman Deck	09/27/2023
S-506	Details - South Coffe Cell (1 Of 2)	09/27/2023
S-507	Details - South Coffe Cell (2 Of 2)	09/27/2023
S-508		09/27/2023
	Wallace Tunnel And Coffe Cells (1 Of 2)	
R-1	Wallace Tunnel And Coffe Cells (2 Of 2)	09/27/2023
R-2	Park Wharf And Deadman (1 Of 15)	09/27/2023
R-3	Park Wharf And Deadman (2 Of 15)	09/27/2023
R-4	Park Wharf And Deadman (3 Of 15)	09/27/2023
R-5	Park Wharf And Deadman (4 Of 15)	09/27/2023
R-6	Park Wharf And Deadman (5 Of 15)	09/27/2023
R-7	Park Wharf And Deadman (6 Of 15)	09/27/2023
R-8	Park Wharf And Deadman (7 Of 15)	09/27/2023
R-9	Park Wharf And Deadman (8 Of 15)	09/27/2023
R-10	Park Wharf And Deadman (9 Of 15)	09/27/2023
R-11	Park Wharf And Deadman (10 Of 15)	09/27/2023
R-12	Park Wharf And Deadman (11 Of 15)	09/27/2023
R-13	Park Wharf And Deadman (12 Of 15)	09/27/2023
R-14	Park Wharf And Deadman (13 Of 15)	09/27/2023
R-15	Park Wharf And Deadman (14 Of 15)	09/27/2023
R-16	Park Wharf And Deadman (15 Of 15)	09/27/2023
R-17	Museum Wharf And Bulkhead (1 Of 3)	09/27/2023
R-18	Museum Wharf And Bulkhead (2 Of 3)	09/27/2023
R-19	Museum Wharf And Bulkhead (3 Of 3)	09/27/2023
R-20		09/27/2023

.3 Specifications

Section	Title	Date
DIVISION 01	GENERAL REQUIREMENTS	09/27/2023
01 11 00	Summary of Work	09/27/2023
01 21 00	Allowances	09/27/2023
01 29 73	Schedule of Values	09/27/2023
01 31 00	Project Management and Coordination	09/27/2023
01 31 19	Project Meetings	09/27/2023
01 32 00	Construction Progress Documentation	09/27/2023
01 33 00	Submittal Procedures	09/27/2023
01 40 00	Quality Assurance, Control, & Documentation	09/27/2023
01 56 00	Cleaning Up	09/27/2023
01 60 00	Materials and Equipment	09/27/2023
01 63 00	Substitution Procedures	09/27/2023
01 73 00	Execution Requirements	09/27/2023
01 77 00	Closeout Procedures	09/27/2023
DIVISION 02	EXISTING CONDITIONS	09/27/2023
02 20 00	General Site Work Requirements	09/27/2023
02 21 02	Existing Utilities	09/27/2023

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02 41 16	Site Demolition	09/27/2023
DIVISION 03	CONCRETE	09/27/2023
03 20 00	Concrete Reinforcement	09/27/2023
03 30 00	Cast-in-Place Concrete	09/27/2023
DIVISION 05	METALS	09/27/2023
05 15 00	Adhesive Anchors	09/27/2023
DIVISION 22	PLUMBING	09/27/2023
	See Specifications on Plumbing Drawings	
DIVISION 26	ELECTRICAL	09/27/2023
	See Specifications on Electrical Drawings	
DIVISION 31	EARTHWORK	09/27/2023
31 23 33	Trenching, Backfill and Compaction	09/27/2023
DIVISION 32	EXTERIOR IMPROVEMENTS	09/27/2023
32 12 16	Asphalt Paving	09/27/2023
32 12 20	Crushed Aggregate Base	09/27/2023
32 17 23	Pavement Markings	09/27/2023
32 22 90	Erosion Control	09/27/2023

.4 Addenda, if any:

Number	Date
Addendum No. 1	09/19/2023
Addendum No. 2	10/13/2023
Addendum No. 3	10/16/2023
Addendum No. 4	10/19/2023

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

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2 [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

(Paragraphs deleted)

§ 9.2.1 Other documents, if any, listed below:

(Paragraph deleted)

(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 00 11 16	Invitation to Bid
Section 00 21 00	Instructions to Bidders - AIA Document A701
Section 00 22 00	Supplementary Instructions to Bidders
Section 00 41 00	Bid Form
	Accounting of Sales Tax Form C-3A
	DBE Subcontracting & Major Supplier Plan
Section 00 50 00	Standard Form of Agreement Between Owner and Contractor

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AIA Document A101
 Bonds, Certificates and Affidavits
 Performance Bond
 Labor and Material Payment Bond
 E-Verify Documentation (Sample)
 Application and Certificate for Payment - AIA Document G702 and G703
 City of Mobile 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
 General Conditions of the Contract for Construction -

§ 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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water 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.

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

Owner: City of Mobile

William S. Stimpson
OWNER (Signature)

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

Legal Name of Party to Contract:

Contractor: Rob't J. Baggett, INC

Charles D. Dicks, Jr.
CONTRACTOR (By Signature)

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:



STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles D. Dicks, Jr as President of Rob't J. Baggett, 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 27th day of November, 20 23.

Kristina M. Nunnally
NOTARY PUBLIC

My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, hereinafter called the Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, 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 Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$6,973,541.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Riverfront - Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, 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.

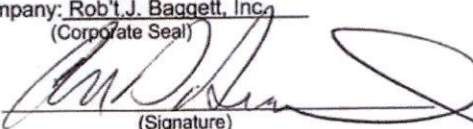
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which 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 _____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL

Company: Rob't J. Baggett, Inc.
(Corporate Seal)

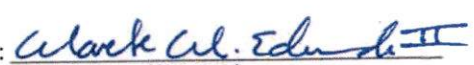
By: 

(Signature)

Name and Title: Charles D. Dicks, Jr., President

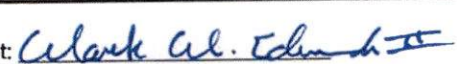
SURETY

Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Resident Agent: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Company Name: McGriff Insurance Services, LLC

Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243

Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
Director

REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freely; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$6,973,541.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Riverfront - Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, 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.

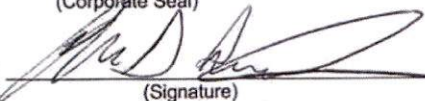
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted 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 Mark W. Edwards, II **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL

Company: Rob't J. Baggett, Inc.
(Corporate Seal)

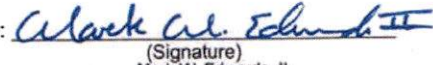
By: 

(Signature)

Name and Title: Charles D. Dicks, Jr., President

SURETY

Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Resident Agent: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Company Name: McGriff Insurance Services, LLC

Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243

Phone and Fax: 205-252-9871

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

Labor and Material Payment Bond



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freely; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



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-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

FORM 1: Background and Plan

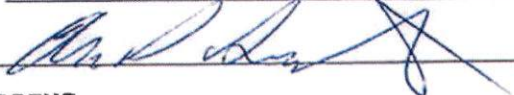
Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL. 36606
Telephone	251-473-3290
E-Mail	LINDA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	PR-029-22
Project Description	MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>146</u> Female <u>9</u> Minority <u>17</u> Non-minority <u> </u> Vets <u> </u> Total #of Employees <u>155</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature:  Date: 11/1/2023

Title: PRESIDENT

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

Name: BRYANT BAGGETT Title: PROJECT MANAGER

E-mail: BRYANT@RJBAGGETT.COM Phone: 251-404-8330



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: Archneque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # PR-029-22 Your Bid/Proposal Amount \$ 6,747,522.00 Date: 11 / 1 / 23

Description MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT

Name of Bidder/Proposer: ROB'T J. BAGGETT, 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
P&H CONSTRUCTION	251-433-6716	DEMO & PILE DRIVING	1,448,533.00	21	NO	
NUCOR/SKYLINE STEEL	565-624-3639	PIPE PILES & SHEET PILES	543,562.00	8	NO	
ESFELLER CONSTRUCTION	251-557-2210	DEMO & SITE WORK	1,050,451.00	16	NO	
W.R. MITCHELL	251-456-6576	SITE WORK & HAULING	1,075,000.00	16	YES	
BAYOU CONCRETE	251-421-6005	CONCRETE	96,000.00	1	NO	
GRAYSTONE INDUSTRIES	251-731-1907	REVTMENT	770,145.00	11	NO	
SOUTHERN EARTH SCIENCE	251-244-7711	MONITORING & TESTING	405,625.00	6	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.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:

_____ 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. SENT EMAILS TO POTENTIAL DBEs
REQUESTING PROPOSALS

Suggestions or comments to improve this program. HAVE DBEs REACH OUT TO CONTRACTORS BY SEEING THE
PREBID ATTENDEES



Alabama Secretary of State



Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	\$25,000
Capital Paid In	\$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact	

Rob't J. Baggett, Incorporated	
Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008



Company ID Number: 133278

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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

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

PRODUCER
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C No. Ext): 1-800-476-2211
FAX (A/C No.):
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :LM Insurance Corporation	33600
INSURER B :Liberty Insurance Corporation	42404
INSURER C :The First Liberty Insurance Corporation	33588
INSURER D :Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED
Robt J. Baggett, Inc.
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER: TK6WXU88

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Job Site Pollution ☒ Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X X	TB5-Z51-291805-043	06/30/2023	06/30/2024	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 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X X	AS2-Z51-291805-013	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X X	1000587176231	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	WC2-Z51-291805-023 Includes USL&H for AL, LA, MS	06/30/2023	06/30/2024	☒ 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 \$ \$ \$ \$

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

RE: Mobile Riverfront - Cooper Riverside Redevelopment Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGuff Insurance Services, LLC		INSURED Robt J. Baggett, Inc. C & B Real Property, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 11/21/2023	

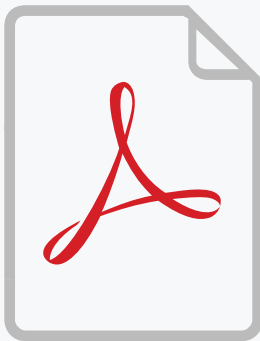
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Installation Floater
 Carrier: United Specialty Insurance Company
 Policy Number: DLJ-CP-00000077-02
 Policy Effective Date: 6/30/23 to 6/30/24

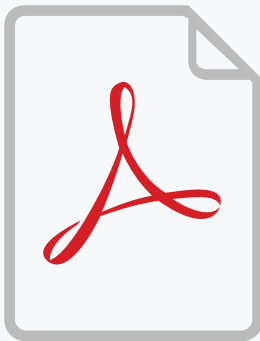
Limits of Liability:
 \$5,000,000 Property at any One Josite
 \$5,000,000 All Covered Property - Any One Occurrence
 \$5,000,000 Temporary Off Site Storage
 \$5,000,000 Property In Transit
 \$5,000,000 Annual Aggregate - Flood
 \$5,000,000 Annual Aggregate - Earthquake



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AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc., for Mobile Arena Materials Testing and Special Inspections of New Construction Services

Amount of Contract:

\$858,798.50 approved upon contingent of transfer of funds

Funding Source

Series 2025A Bond Proceeds

ATTACHMENTS:

1. RESN CONSTRUC TESTNG ARENA
2. REVISED Geo Tech Agreement
3. Certificate of Insurance
4. REVISED Capital Summary Sheet

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Geotechnical Engineering Testing, Inc.

**Project Name: Civic Center New Construction & Demo – Mobile Arena
Materials Testing and Special Inspections**

Project Number: CC-034A-22

Amount: \$ 858,798.50

Adopted:

City Clerk

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: GEOTECHNICAL ENGINEERING TESTING, INC.
Professional Engineers
904 Butler Drive
Mobile, Alabama 36693

City of Mobile Business License No.: 189640

Secretary of State Registration No.: 000-033-894

For the following Project: CIV Center New Construction & Demo – Mobile Arena Materials Testing and
Special Inspections
401 Civic Center Drive Street
Mobile, Alabama 36602

Project Number: CC-034A-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed EIGHT HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 50/100 DOLLARS (\$858,798.50).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated March 11, 2025.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Geotechnical Engineering Testing, Inc.
Address: 904 Butler Drive, Mobile, Alabama 36693
Phone Number: (251) 666-7197
Email address: cdoyle@geoengr.com
Name: Curt Doyle, P.E., Principal Engineer
License No.: PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for construction materials testing and Special Inspection services as required by the project design documents and detailed in the Consultant's Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

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

professional skill and care of a competent design professional.

- 3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.
- 3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.
- 3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Fee Proposal dated March 11, 2025 in the form of monthly progress payment invoices.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

- 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
- 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
 2. \$2,000,000 Products/Completed Operations aggregate
 3. \$1,000,000 Personal and Advertising Injury per person/organization
 4. \$2,000,000 General Aggregate Limit per Project
- C. Automobile Liability Insurance
Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*
- D. Commercial Umbrella Liability Insurance
Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.
- E. Professional Liability Insurance
1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
 2. Projects over \$1,000,000 to be determined by Owner
- F. Certificates of Insurance
The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.
Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.
- G. Additional Insureds
These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B,

or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated March 11, 2025;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that

all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

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IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONSULTANT: Geotechnical Engineering Testing, Inc.

Signature

Signature

William S. Stimpson, Mayor

Printed Name and Title

Curt Doyle, P.E., Principal Engineer

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

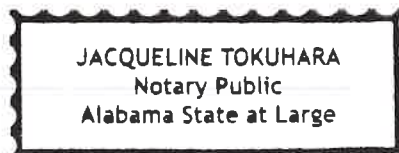
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.

Sworn to and subscribed for me this 17 day of APRIL, 2025.

Jacqueline Tokuhara
NOTARY PUBLIC

My Commission Expires:

**My Commission Expires
August 16, 2026**



ATTACHMENT A

Fee Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 11, 2025

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, AL 36602

Via Email Sam.matheny@volkert.com

Re: Proposed Scope of Services and Fees for Construction Materials, Special Inspection and Engineering Services for the Construction of the City of Mobile Arena in Mobile, Alabama

Mr. Matheny:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide a cost estimate for providing the construction materials testing, Special Inspection and engineering services related to the construction of the City of Mobile Arena in Mobile, Alabama. This estimate has been based upon our knowledge of the site and project specifics as the geotechnical engineer of record for the arena as well as upon the project plans and specifications provided to us. We have had conversations with the structural engineer regarding required testing and reviewed the preliminary construction schedule that was developed by the contractor, B.L. Harbert International (Harbert).

GET has been providing geotechnical and construction materials testing services along the Gulf Coast in similar soil conditions since the firm's inception in 1974. GET has been the geotechnical engineer of record for the City of Mobile on numerous projects. Several of the projects include the City of Mobile Civic Center Parking Facility, the Convention Center, Art Museum, the Regional Airport, and the West Mobile Regional Public Safety Complex. GET has also performed the geotechnical engineering and associated testing for numerous projects near the project site including multiple projects for the Alabama State Port Authority, Benders Shipyard, the FBI Building as well as across the Brookley Aeroplex complex.

The firm's philosophy has always been to focus on providing these services in a quality and timely manner. GET's professional and technician staff have been performing testing services/Special Inspections on numerous projects similar in scope, size and magnitude across the region. GET has approximately 30 employees on staff, which includes four licensed professional engineers, three graduate engineers and one geologist. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing,

Special Inspections and construction materials engineering. The licensed engineers have compiled over 100 years of experience in these engineering disciplines. GET has the capabilities to perform all laboratory testing, geotechnical engineering and testing services with in-house personnel and equipment with the exception of the items noted below that will be subcontracted.

GET's project team will be led by the firm's president and principal engineer, Curt Doyle, P.E. Mr. Doyle will be supported by Mr. Hank Oakes, P.E., GET's Senior Geotechnical Engineer. Mr. Doyle is the geotechnical engineer of record for the project and is very knowledgeable of the soil conditions and the design requirements for the project. We plan to pull together a team of local specialists in the field of testing/Special Inspections with expertise, experience and local knowledge that are value added to the construction phase of the project. The GET team will include Barter and Associates, Inc. (Barter), Applied Technical Services, Inc. (ATS), and Southern Earth Sciences (SES), all well-established firms.

Mr. Curt Doyle will be the primary point of contact for the GET team. He and Mr. Oakes will be available for the duration of the project to address and respond to any issues or concerns that develop over the course of the project. They will also be available to participate as needed in on-site construction meetings to address any issues or concerns that may develop requiring a prompt response. This will expedite our response to the construction team to support the project's accelerated schedule.

GET will dedicate senior technicians to support Mr. Doyle in the field and laboratory. Although a sufficient staff of experienced technician personnel is available to support the project, it is GET's intent to minimize the number of different technician personnel on the project to provide continuity and consistency to the project and design/construction team. For this project, one of GET's senior technicians, Mr. Dale Nobles, will be GET's lead technician assigned to the project. He has been with GET for 38 years and is very knowledgeable concerning the installation of various pile types, pile load testing, soils, aggregate and concrete testing and is ICC Board certified Special Inspector in both Concrete and Masonry. He will be supported by the Construction Materials Testing (CMT) Manager, Ron Attebery, who has been with GET 44 years and by Senior Technician, Danny Chapman, who has been with GET 38 years. GET has several less senior technicians available to the project for miscellaneous support tasks.

The GET team takes a unique approach to Special Inspections by subcontracting and incorporating as part of our team to Barter. Barter will provide a licensed structural engineer to perform some of the structural portions of the required Special Inspections. The primary point of contact for Barter will be Mr. James Russell, PE. He has 33 years of experience with the firm. Mr. Russell has served as the chairman of the Structural Engineers Association of Alabama – Code Advisory Committee and is well versed in Special Inspection requirements. ATS will provide certified welding inspectors to perform the required welding inspections and a PAUT/UTSW Technician to perform non-destructive testing. SES will provide a qualified engineer and equipment to perform pile integrity testing of the drilled displacement piles following installation. GET has worked together as a team with these three firms successfully

and efficiently on numerous projects over the years. The firms together have developed a fluid and seamless line of communication in working together.

The knowledge and skills of such an experienced inspection team adds tremendous value to a project on a "fast-track" such as this one as they can provide guidance and assistance to the field operations. The testing/inspection team will work closely with the project contractor to perform the required testing/inspection services while minimizing costs to the project. The GET team is currently working closely with the Harbert team on another local project.

GET understands that the services required by the construction materials testing/Special Inspection organization will be to provide quality testing and reporting services in a timely manner. Based upon discussions with the contractor, we further anticipate that six-day work weeks are planned for many of the construction activities to be performed and that field/laboratory/management personnel must be available for the duration of the project when required. We also understand that during some phases of the project, the contractor plans to work daytime and nighttime shifts. GET and its staff and the rest of the project team confirm that we will be committed to meeting the schedule requirements of this project and that its personnel can be available up to seven days per week if required to meet the construction schedule.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual onsite inspections and annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is staffed to provide testing services 7 days per week if necessary. The laboratory is well staffed and can perform the required testing and reporting in a timely manner.

Our team has made a preliminary estimate of the number of hours and tests required for the construction phase services based upon the project plans and specifications, typical construction practices, discussions with the contractor and project structural engineer and the preliminary schedule provided. It is our intent to utilize various inspection staff on the project dependent upon the level of expertise required for the various tasks in an effort to keep project costs to a minimum. A Senior Technician (Level IV) will be utilized for the testing and inspection of foundations, piling, soils, structural concrete, and masonry construction. A Level II Technician will be utilized for nonstructural concrete testing such as sidewalks, curb and gutter, and other miscellaneous testing required. A Level III Technician will be utilized for structural concrete and earthwork activities when the Senior Technician is onsite performing other testing/inspections. A Level V technician will be utilized to perform stormwater inspections and perform testing of sprayed fire resistant materials.

The testing and inspection services outlined below will be performed in relation to the shallow and deep foundations for the building structures, earthwork, prefabricated concrete, reinforcing steel, structural steel, welding, bolting, cast-in-place concrete, floor flatness testing, masonry, structural steel framing, steel joist framing, steel decking, and sprayed fire resistant components of the new building. The testing services will also include the shallow foundations for the site features, earthwork, cast-in-place concrete, and concrete and asphalt pavement areas around the

perimeter of the new structure in accordance with project specifications. Also included in the budget is time for GET personnel to perform the stormwater inspections during the project construction. Time and travel costs for GET personnel and/or its subconsultants to perform site visits and inspections of the structural steel fabricator and precast concrete fabricator facilities, as required by the project specifications, have also been included in this estimate.

During the installation and testing of the pre-production test piles, GET's senior technician and a staff engineer will observe the test pile installation and record pertinent installation data. GET will provide the equipment for monitoring the load test to be performed on the preproduction test piles. GET personnel will monitor and record results of load tests. This data will be evaluated by the geotechnical engineer of record to determine/verify pile capacity. During the installation of production piles, continuous inspection of the piles will be performed in accordance with the project requirements and International Building Code. Following installation of production piles, GET's engineer will select piles for integrity and verification testing. SES personnel will perform integrity tests on piles and GET personnel will monitor and record results of verification tests.

GET's involvement in the inspection of pile foundation construction activities will help to verify that procedures and results are as recommended and anticipated in the geotechnical report. GET is familiar with the testing and inspection requirements for this project as it completed the geotechnical investigation for the site and established the requirements for building foundation design.

The estimated numbers of hours and tests to be performed and equipment and supplies along with the associated unit fees have been included in the attached table. Unit fees and an estimate of the number of laboratory tests of soils, concrete, masonry, aggregate and asphalt have been included. The costs of cylinder and grout molds and time to cure, trim, cap grout and concrete test specimens have been included in the unit cost provided. The associated project supervision and administrative time has been established as 10 percent of the field and laboratory testing cost. This supervision and administrative time will cover all time required to review and distribute daily field reports, field test reports, laboratory test reports, reports provided by subconsultants as well as provide supervision and coordination of technician personnel. Estimated units and hourly rates for the engineering personnel have been included for submittal review, monitoring of test pile installation, evaluation of load test data, miscellaneous meetings, site visits or consultation. There may be some overlap of activities that will require fewer trips and hours onsite than estimated. GET and its subcontractors will work closely with the project contractor to minimize the number of required trips to the project site.

Based upon the requirements outlined in the plans and specifications and discussions with the project structural engineer, it is anticipated that welding inspection and non-destructive testing of welded components will be a significant component of the required inspection and testing program for this project. These services will be performed by ATS personnel. Based upon project specifications, many of the welded connections require continuous visual inspection by a certified welding inspector. Based upon conversations with the contractor, it is anticipated that non-destructive testing will be required on a daily basis 6 days per week during the construction

of the suite level bowl in addition to other periodic testing requirements. Nondestructive examination conducted in accordance with the specific requirements for the item being examined including radiographic (RT), ultrasonic (UT), magnetic particle (MT), or dye-penetrant inspection (PT).

Barter personnel will provide all the inspections related to composite slabs, structural steel framing and bolting, roof covering and fastening, installation of precast concrete walls, exterior wall framing and cladding attachments, and wind resistant components.

Included with this proposal are copies of the proposals submitted by GET's subconsultants for the services outlined above. These fees have been incorporated into the total budget for inspection/inspection services on this project.

Planned meetings that have been included in the budget by GET and/or its subconsultants are the Project Preconstruction Conference, Special Inspection Conference, Structural Concrete Conference (x2), Structural Steel Conference (x2), Precast Concrete Conference, Pre-Roofing Conference, Wall Cladding Conference.

The actual number of tests and hours required for the project can significantly vary depending on the contractor's schedule, means and methods, and number of times that items may have to be reinspected.

We will obtain prior approval should we believe our fees to exceed this estimated amount. We will submit invoices on a monthly basis based upon the work completed.

Special Conditions and Exclusions:

- Special Inspections and testing for seismic resistance are excluded.
- Special Inspections for smoke testing are excluded.
- No time or additional trips have been included in this estimate for reinspection. The costs associated with retesting will be maintained so that these costs may be charged to the contractor by the owner.
- No time or additional trips have been included in this estimate for standby due to contractor delays. The costs associated with standby due to contractor delays will be maintained so that these costs may be charged to the contractor by the owner.

Should you have any questions or need any additional information, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
Principal Engineer

Date: 3/11/2025

**TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO
PROVIDE CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE
CITY OF MOBILE CIVIC CENTER ARENA
MOBILE, ALABAMA**

MARCH 11, 2025

<u>ITEM OF SERVICE</u>	<u>EST.</u>		<u>EST. TOTAL</u>	
	<u>UNITS</u>		<u>UNIT FEE</u>	<u>FEE</u>
1. Technician Level V	200	Hours	\$ 94.00 /Hr	\$ 18,800.00
2. Technician Level V (Overtime)		Hours	\$ 120.00 /Hr	\$ -
3. Technician Level IV	2000	Hours	\$ 84.00 /Hr	\$ 168,000.00
4. Technician Level IV (Overtime)	240	Hours	\$ 110.00 /Hr	\$ 26,400.00
5. Technician Level III	480	Hours	\$ 74.00 /Hr	\$ 35,520.00
6. Technician Level III (Overtime)	80	Hours	\$ 100.00 /Hr	\$ 8,000.00
7. Technician Level II	480	Hours	\$ 64.00 /Hr	\$ 30,720.00
8. Technician Level II (Overtime)	80	Hours	\$ 90.00 /Hr	\$ 7,200.00
9. Structural Inspector (Subcontracted)				\$ 175,000.00
10. Welding Inspection (Subcontracted)				\$ 102,875.00
11. Pile Integrity Testing (Subcontracted)				\$ 58,500.00
12. Concrete Cylinders (Set of 5)	500	Sets	\$ 112.50 /Set	\$ 56,250.00
13. Additional Laboratory Cured Cylinders	40		\$ 22.50 /Ea	\$ 900.00
14. Additional Field Cured Cylinders			\$ 50.00 /Ea	\$ -
15. Blockfill Tests (Trimmed and Capped) (Set of 4)	80	Sets	\$ 160.00 /Set	\$ 12,800.00
16. Asphalt Density & Thickness Tests	8	Each	\$ 70.00 /Ea	\$ 560.00
17. Standard Proctor Density (Soil)	6	Each	\$ 160.00 /Ea	\$ 960.00
18. Soil Classification Tests	6	Each	\$ 200.00 /Ea	\$ 1,200.00
19. Modified Proctor Density (Rock)	3	Each	\$ 350.00 /Ea	\$ 1,050.00
20. Aggregate Gradation (Rock)	3	Each	\$ 300.00 /Ea	\$ 900.00
SubTotal: \$				705,635.00
1. Supervision, Report Review & Administration	10%			\$ 70,563.50
2. Technician Supervisor/Staff Engineer	320	Hours	\$ 110.00 /Hr	\$ 35,200.00
3. Principal Engineer, P.E.	120	Hours	\$ 225.00 /Hr	\$ 27,000.00
4. Nuclear Density Gauge Rental	40	Days	\$ 30.00 /Day	\$ 1,200.00
5. Asphalt Coring Machine	4	Days	\$ 50.00 /Day	\$ 200.00
6. Floor Flatness Test Equipment	24	Days	\$ 100.00 /Day	\$ 2,400.00
7. Pile Load Test Equipment	15	Days	\$ 500.00 /Day	\$ 7,500.00
8. Materials for SFRM Testing	40	Each	\$ 25.00 /Ea	\$ 1,000.00
9. Mileage	640	Trips	\$ 10.00 /Trip	\$ 6,400.00
10. Travel Expenses for Fabricator Inspections				
a) Per Diem	5	Days	\$ 200.00 /Day	\$ 1,000.00
b) Mileage	1000	Miles	\$ 0.70 /Mi	\$ 700.00

ESTIMATED TOTAL: \$ 858,798.50

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
3. General project management, daily inspection report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing and inspection services performed.
4. Submittal reviews, review of pile load tests, verification tests and PIT testing and trips to the site by the Technician Supervisor or GET Engineers for meetings and/or consultation will be based upon hourly rates.

Special Inspections Estimate for
City of Mobile Arena
Mobile, AL
03.06.25

Cost Estimate

Review of Contract Documents	\$15,500
Review of pertinent shop drawings and submittals	\$26,500
SI Project Management & Documentation	\$42,000
On-site Meetings and Conferences (8 max.)	\$8,000
Fabricator Inspections (2 for structural steel – Garrison Pell City)	\$10,000
Fabricator Inspections (3 for precast concrete – Gate PC Monroeville)	\$9,000
Special Inspections (64 max.)	<u>\$64,000</u>
Total	\$175,000

Exclusions / Inspections by Others:

Fire proofing, Intumescent Coatings, Fire and Smoke Control systems

Structural Welding

GET – Pile Foundations, Earthwork, Rebar, Concrete, Bolts embedded in concrete, post-installed rebar and anchors, Masonry Work

Planned on-site Meetings: Special Inspection Conference, Structural Concrete Conference (x2), Structural Steel Conference (x2), Precast Concrete Conference, Pre-Roofing Conference, Wall Cladding Conference

Planned Special Inspections (Periodic):

Foundation Concrete / Rebar	(8)
Composite Slabs	(8)
Structural Steel Framing & Bolting	(20)
Precast Concrete	(10)
Roof Covering Fastening	(12)
Exterior Wall Framing & Cladding Attachment	(6)

Fee: Hourly according to the attached 2025 Fee Schedule



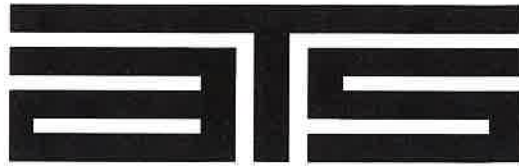
BARTER & ASSOCIATES, INC.
Structural Engineers

2025 FEE SCHEDULE

Principal	\$240.00/hr.
Sr. Project Manager	\$190.00/hr.
Sr. Design Engineer P.E.	\$175.00/hr.
Design Engineer P.E.	\$150.00/hr.
Senior Engineer Inspector	\$125.00/hr.
Engineer	\$125.00/hr.
Engineer Technician	\$ 115.00/hr.
CAD Draftsman II	\$ 100.00/hr.
Clerical	\$ 85.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Automobile Expense	\$.70/mile



Applied Technical Services

5555 Commerce Blvd East

Mobile, AL 36619

www.atslab.com



**Mobile
Arena
Construction
& Welding
Inspection**

Mechanical Testing



Metallurgy and Polymers



Failure Analysis



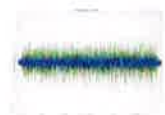
Environmental Testing



Consumer Product



Vibration Testing



Weld Testing



Forensic Engineering



Chemistry



Computed Tomography





APPLIED TECHNICAL SERVICES, LLC

www.atslab.com

5555 Commerce Boulevard East • Mobile, AL 36619 • 251-434-6440 Budgetary Cost ATS-NDT-4-25096

Proposal for
Certified Welding Inspector Services and NDT Services for the Mobile Arena Construction
and Welding Project

Geotechnical Engineering and Testing, Inc.

Attn: Mr. Curt Doyle

March 11, 2025

Prepared by Margaret J. Dopson

Proposal: **ATS-NDT-4-25096**

*ATS Sales Order Acknowledgement and Business Terms & Conditions are hereby imposed as a part of this agreement.
Refer to the following link: <http://www.atslab.com/salesorderacknowledgement.pdf>*



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1.0 Purpose

The purpose of this estimate is to provide Geotechnical Engineering and Testing, Inc. with CWI and NDT services associated with the Mobile Arena Construction Project.

This proposal is based on the following:

- One (1) CWI Inspector working eight (8) hours per day for fifty (50) trips. *Please note that our CWI's have an 8-hour per day minimum charge due to their project demands.
- One (1) PAUT/UTSW Technician making fifty (50) 8-hour trips plus mobilization to the project site on a call out basis.

2.0 Scope

2.1 Certified Welding Services

2.2 NDT Services outside of the CWI

3.0 Responsibilities of Client/Owner

3.1 Provide site personnel to coordinate inspection activities.

4.0 Estimated Cost

The scope of work outlined in this estimate shall be completed on a Time & Material basis based on the current contract rates with Geotechnical Engineering and Testing Inc.

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Item	Description	Estimated Cost
1	CWI working approximately (50) 8-hour shifts	\$40,675.00
2	UTSW/PAUT Technician working fifty (50) 8-hour trips plus mobilization	\$62,200.00
		\$102,875.00

Applied Technical Services appreciates your consideration of this budgetary estimate. Should you have any questions please contact me at your earliest convenience at (251) 434-6440.

Sincerely,

Margaret J. Dopson

Margaret J. Dopson
Business Development Manager

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APPLIED TECHNICAL SERVICES
Schedule of Rates for Geotechnical Engineering and Testing
ATS-NDT-4-24438

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APPLIED TECHNICAL SERVICES
ATS-NDT-4-24438

SECTION 1: VISUAL INSPECTION

<u>Personnel Description</u> ¹	<u>S.T.</u>	<u>O.T.</u>
Project Manager	\$ 121.25	\$ 181.90
API 510 / 570 / 653 Certified Inspector	\$ 121.25	\$ 181.90
AWS / CWI Inspector	\$ 93.75	\$ 140.65
CAD Operator	\$ 70.35	\$ 105.55
Level III ASNT Technician	\$ 136.50	\$ 204.75

SECTION 2: STANDARD NDE SERVICES

<u>Standard NDE Services</u> ¹	<u>S.T.</u>	<u>O.T.</u>
Radiography Crew - Iridium Isotope	\$ 132.30	\$ 198.45
Ultrasonic Shearwave Technician	\$ 121.25	\$ 181.90
NDE Technician- LV II (Multiple Discipline) (Multiple Discipline Includes PT, MT, UTT)	\$ 82.70	\$ 124.05

¹ Overtime will be charged for all hours worked in excess of 8 hours per day, all hours worked on weekends, and when there is less than a 24-hour notice given prior to the start of the project. Overtime will be charged at 1.5 times the normal rate. Holiday is 2.0 times the normal rate. All ATS observed holidays will be billed at 2.0 times the normal rate.



SECTION 3: SPECIALTY NDE SERVICES

Digital Radiography

	<u>S.T.</u>	<u>O.T.</u>
Two-Man Digital RT Crew	\$ 143.35	\$ 215.05
Three-Man Digital RT Crew	\$ 199.50	\$ 299.25
	<u>Rate</u>	<u>UOM</u>
Digitizing Equipment & Software Station	\$ 600.00	Day
Phosphorous exposures	\$ 15.00	Per Exposure
Flash Drive	\$ 4.50	Each
Truck	\$ 50.00	Day
Mileage	\$.75	Each

SECTION 4: NDE EQUIPMENT & FILM CHARGES

Equipment

	<u>Rate</u>	<u>UOM</u>
Mobile Radiographic Darkroom/Ir 192 Source	\$ 139.00	Daily
Truck Charge	\$ 50.00	Daily
NDE Vehicle Charge	\$ 50.00	Daily
Mileage Charge	\$.75	Per Mile

Radiographic Film

4 1/2 X 10" Film	\$ 5.40	Each
4 1/2 X 17" Film	\$ 9.18	Each
7" X 17" Film	\$ 14.28	Each
10" X 12" Film	\$ 14.40	Each
14" X 17"	\$ 28.56	Each
Vacuum Box and Pump	\$ 75.00	Daily
Generator	Rental cost + 15%	
M.F.E. Equipment	Case by case	

SECTION 5: CONSUMABLES

Consumables: Items typically expendable such as ultrasonic couplant, grinding disc, paper towels, etc are considered as consumables and will be invoiced at cost plus 15%. A minimum fee, computed at 5% of production hours at ST rates will be invoiced on all projects. Specialized consumables will be invoiced at cost plus 15%



SECTION 6: PHASED ARRAY FLAW DETECTION

<u>Phased Array Flaw Detection</u>	<u>S.T.</u>	<u>O.T.</u>
UT/PA Flaw Detection Technician	\$ 143.35	\$215.05
	<u>Rate</u>	<u>UOM</u>
Phased Array Equipment	\$600.00	Day
Consumables	5% of production	
Vehicle	\$ 50.00	Day
Mileage	\$.75	Each
Standards for calibration	Case by case	
Per Diem Meals	\$65.00	Day
Per Diem Lodging	Hotel at cost +15%	

- Travel time will be charged on a portal to portal basis for all clients. Travel will be charged at the applicable hourly rate. Travel is computed at 1 hour per 50 miles of distance. Mileage will apply.
- There will be a minimum of 4-6 hours per call out for local inspectors plus mobilization time and 8 hours for out-of-town inspectors.
- Subsistence will be charged on all projects that require personnel to stay overnight while working or traveling or on certain projects outside of a 60-mile radius of Mobile that require personnel to work over an 8-hour shift. Depending on the work location, a daily rate of \$65.00 for meals will be charged and lodging will be invoiced at cost plus 15% or subsistence will be charged at \$200.00 per man per day. Travel time, mileage and per diem would apply.
- The prices quoted herein will be held firm until December 31st, 2025
- Invoices due Net 30
- *ATS Sales Order Acknowledgement and Business Terms & Conditions are hereby imposed as a part of this agreement.*
 - Refer to the following link: <http://www.atslab.com/salesorderacknowledgement.pdf>

MOBILE, ALABAMA OFFICE:
5555 Commerce Blvd. E., Mobile, AL 36619

**MOBILE OFFICE**

5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

February 28, 2025

GEOTECHNICAL ENGINEERING TESTING, INC

904 Butler Dr,
Mobile, AL

ATTENTION: Mr. Curt Doyle, P.E.

SUBJECT: Mobile Civic Center - PIT Testing
401 Civic Center Drive
Mobile, FL
SES Proposal No: XM25-088

Dear Mr. Curt,

SOUTHERN EARTH SCIENCES, INC. appreciates the opportunity to provide this cost estimate to perform Pile Integrity Testing (PIT) services for the above referenced project. Outlined below is our understanding of the requested scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of pile integrity testing of approximately one hundred and twenty (120) new DeWaal drilled displacement piles for the proposed Mobile Civic Center structure. The objective of this investigation will serve to identify potential anomalies or defects that could affect the pile's structural integrity. No detailed structural loading, grading or topographic information was available at the writing of this proposal. We understand that the top of the piles will be clean, level and accessible to engineering personnel for testing.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of one hundred and twenty (120) Pile Integrity Tests (PIT). Pile Integrity Testing (PIT) is a non-destructive, low strain impact integrity testing method used for unknown pile length estimation and/or pile length verification and integrity assessment of auger-cast concrete piles, drilled shafts, driven pre-stressed concrete piles or timber piles.

PIT is performed by striking the top of the foundation with a hand-held hammer. The impact of the hammer generates a compressive stress wave within the pile or shaft. An accelerometer is attached to the top or side of the foundation to monitor the motion associated with this wave. The impact and reflected waves are monitored through the accelerometer at the pile top with a Pile Integrity Tester™ (PIT) Collector unit manufactured by Pile Dynamics, Inc.

PIT can be performed using the Pulse Echo Method (PEM, using a non-instrumented hand-held hammer) or by the Transient Response Method (TRM, a hammer instrumented with an accelerometer. The PEM method will be used for this particular project in general accordance with ASTM D5882-16 - Standard Test Method for Low Strain Impact Integrity Testing of Deep Foundations.

Accelerometer signals are processed by the PIT software and recorded on the PIT hard drive in the field. Recorded data is processed, interpreted, and reported by an engineer. Interpretation of the results consists of plotting the data using PIT-W software for visual inspection of the PIT test records. The data will be evaluated for stress wave input and reflections with characteristics that are interpreted to indicate changes in pile impedance related to pile integrity. PIT data for each pile will be post processed and evaluated by Southern Earth Sciences, Inc. engineers using PIT-W Professional software version 2009-2 developed by Pile Dynamics, Inc.

Refined PIT data records will be assigned a category as described below in accordance with methods recommended by Liang and Rausche. Brief descriptions of each Record Category are outlined below:

- **AA** - Sound pile Integrity Indicated. A clear toe reflection can be identified. Pile length is estimated and reported using an assumed wave speed within published ranges. Pile length estimates can vary by 10-20%.
- **AB** – No Major Flaw Indicated. The records indicate neither reflections from significant reductions of pile size or material quality nor a clear toe response. Records in this category do not give indications of a significant deficiency, however, neither do they yield positive evidence of the pile being flawless over its full length.
- **ABx** – No Major Flaw Indicated to a depth of x feet. because of method limitations interpretation of the record for the full length is not possible. For example, long piles or shafts and those with high soil resistance and/or major bulges fall under this category.
- **PFx** - Indication of a probable flaw or anomaly at an approximate depth of x feet below pile top. A toe reflection is apparent in addition to at least one reflection corresponding to an unplanned reduction of size or material quality or sudden increase in resistance. Additional quantitative analysis or field testing may help identify the severity of the apparent flaw. Inspection and evaluation of these piles by a professional structural engineer is recommended.
- **PDx** - Indication of a probable defect at an approximate depth of x feet. The records show a strong reflection corresponding to a major reduction of size or material quality occurring. A clear toe reflection is not apparent.
- **IR** - Inconclusive Record. Data is inconclusive, possibly for reasons such as poor pile/shaft top quality or low concrete strength.

GEOTECHNICAL ENGINEERING TESTING, INC

SES Proposal No. XM25-088

February 28, 2025

Page 3

The results of our field investigations will be used to verify the pile integrity of the new piling. No structural or geotechnical analysis of the tested pilings will be performed. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- PIT Test Results

ESTIMATED FEES

Based on the scope of work outlined above, the total cost of our geotechnical services will be \$58,500.00. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services. The total cost will be adjusted based on scope performed.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Edgar Reyes, E.I.
Project Manager

ER

Attachments

SES Pile Testing Services Proposal XM25-088

Mobile Civic Center - PIT Testing

Mobile, AL



SOUTHERN
EARTH SCIENCES

Service	Unit Rate	Quantity	Units	Price	Comments
<u>STATIC PILE TESTING</u>					
Compression			each		
Tension			each		
Lateral			each		
Travel			hr		
Reporting			lump		
				Subtotal	\$ -
<u>PDA SERVICES</u>					
Initial Drive			day		
Restrike			day		
CAPWAP Analysis			each		
Travel			hr		
Reporting			each		
				Subtotal	\$ -
<u>PIT SERVICES</u>					
Testing Days	\$ 2,250.00	10	day	\$ 22,500.00	Assume 12 piles tested per day
Data Analysis	\$ 175.00	120	each	\$ 21,000.00	(est. 120 piles)
Travel			hr		
Reporting	\$ 1,500.00	10	lump	\$ 15,000.00	One report per testing day
				Subtotal	\$ 58,500.00
<u>TIP SERVICES</u>					
Testing Days			day		
Data Analysis			each		
Travel			hr		
Reporting			lump		
Thermal Wire			per ft		
				Subtotal	\$ -
				Estimated SES Fees	\$ 58,500.00



GEOTENG-01

FIVPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER 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	
	E-MAIL ADDRESS: aprice@prewitt.group	
INSURED Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Specialty Insurance Company	10717
	INSURER B : Middlesex Insurance Company	23434
	INSURER C : Starstone Specialty Ins. Co.	44776
	INSURER D : The Sheffield Group	
	INSURER E : Continental Casualty Company	20443
	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 - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			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 \$			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) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	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 #CC-034A-22, Mobile Arena Materials Testing and Special Inspections, 401 Civic Center Drive Street,
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.

Mobile, AL 36602.

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



AGENCY CUSTOMER ID: GEOTENG-01

FIVPA1

LOC #: 1

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:

City of Mobile, and their officers, directors, and employees are named Additional Insured with Waiver of Subrogation in regard to General Liability policy when required by written contract, per policy terms and conditions. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and condition. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Civic Center new construction & Demo
Mobile Arena Materials Testing and Special Inspections

CAPITAL PROJECT # CO976 DATE OF RECEIPT _____

DEPT. PROJECT # CC-034A-22

PROJECT DESCRIPTION Mobile Arena Materials Testing and Special

Inspections of new construction.

CONTRACT AMOUNT \$ 858,798.50

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	<u>Testing</u>	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by: Carleen Stout-Clark Date 4/30/25

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

C# 5361



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

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

Purpose and Scope of Project:

Approve contract with McElhenney Constrtuction Co. LLC for bridge maintenance services.

Amount of Contract:

\$697,744.00

Funding Source

C0932

ATTACHMENTS:

1. 2024-3005-08 2025 Bridge Maintenance (McElhenney Construction Co LLC) contract

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 Bridge Maintenance (D1-7) COM Project: 2024-3005-08

PROJECT #: C0932 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Bridge Maintenance

CONTRACT AMOUNT: \$697,744.00

VENDOR NAME: McElhenney Construction Co. LLC

VENDOR NUMBER: 292750

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: 5/2/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for bridge maintenance for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on April 9, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co. LLC, contract in the amount of \$697,744.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Co. 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: McElhenney Construction Co. LLC.

Project Name: 2025 Bridge Maintenance (D1-7)

Project Number: 2024-3005-08

Amount: \$697,744.00

Adopted:

City Clerk



2025 BRIDGE MAINTENANCE

PROJECT No. 2024-3005-08

BID DATE – APRIL 9, 2025

CONTENTS

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Contractor's Insurance Certification	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout	Attachment D
Sign Details	Attachment E
Tax Exemption	Attachment F

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, **April 9, 2025** and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2024-3005-08**
Project: **2025 Bridge Maintenance**
Project Description: Bridge Repairs & Maintenance

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt EI Boots Thomas Dr., Spanish Fort, Alabama 36527** office upon payment of one hundred and five dollars (\$105.00). 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. No questions, whether orally or written, will be addressed after 12:00 p.m. on **April 7, 2025**.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on April 2, 2025 at 10:00 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.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of 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 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 2018 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) Major Classification 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 bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

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 **2025 BRIDGE MAINTENANCE**, City of Mobile Project No. **2024-3005-08**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MARCH 12TH, 19TH, AND 26TH 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. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

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, 2018 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 **2025 BRIDGE MAINTENANCE**, City of Mobile Project No. **2024-3005-08**, 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:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** 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 4/9/25

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 Sawgrass Consulting, as well as the premises

Project Name: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs and Maintenance

The Bidder further agrees to construct the improvements in **85** 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, 2018 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 Sawgrass Consulting 30673 Sgt EI Boots Thomas Dr. Spanish Fort, Alabama 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 6, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
OVERLOOK CULVERT SITE						
201-C	DEBRIS REMOVAL	1	LS		_____ DOLLARS _____ CENTS	
206-D1	FENCE REMOVAL	200	LF		_____ DOLLARS _____ CENTS	
206-D2	CURB REMOVAL	120	LF		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	22	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (GROUT)	5	CY		_____ DOLLARS _____ CENTS	
408-A	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	100	SY		_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT	45	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL PLATE, INCL WELDING	60	SF		_____ DOLLARS _____ CENTS	
614-B	CONCRETE SLOPE PAVING, 6"	6	SY		_____ DOLLARS _____ CENTS	
621-N2	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	60	SF		_____ DOLLARS _____ CENTS	
623-C	CONCRETE CURB AND GUTTER	120	LF		_____ DOLLARS _____ CENTS	
631-C	STEEL GUARDRAIL RESET (INCL POST)	200	LF		_____ DOLLARS _____ CENTS	
634-G1	CHAINLINK FENCE, 4 FT	200	LF		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	200	SY		_____ DOLLARS _____ CENTS	
855-C	HYDROBLASTING AND COATING	560	SF		_____ DOLLARS _____ CENTS	
OVERLOOK CULVERT SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
LANGAN PARK DAM SITE						
201-A	SELECT CLEARING & GRUBBING	1	LS		_____ DOLLARS _____ CENTS	
206-C	REMOVAL OF SIDEWALK	100	SY		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (PEAGRAVEL MIX)	65	CY		_____ DOLLARS _____ CENTS	
430-B	AGGREGATE SURFACING, No. 89 STONE	40	TON		_____ DOLLARS _____ CENTS	
430-B1	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	100	TON		_____ DOLLARS _____ CENTS	
504-G	FIBERGLASS JACKETS	22	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL SPLICE PLATE, INCLUDE WELDING/CLEANING	28	EA		_____ DOLLARS _____ CENTS	
610-A	RIPRAP, CL 2, 24" THICK	241	SY		_____ DOLLARS _____ CENTS	
610-D	FILTER FABRIC, NON WOVEN	200	SY		_____ DOLLARS _____ CENTS	
618-A	CONCRETE SIDEWALK, 4" THICK	100	SY		_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	50	CY		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	450	SY		_____ DOLLARS _____ CENTS	
999-B	SPILLWAY BYPASS (BY CONTRACTOR)	1	LS		_____ DOLLARS _____ CENTS	
LANGAN PARK DAM SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
TODD ACRES DRIVE SITE						
621-N1	PATCHING FOR DECK	5	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	60	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR BENT CAPS (INCL CLEANING)	55	SF		_____ DOLLARS _____ CENTS	
TODD ACRES DRIVE SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
ALL SITES						
600-A	MOBILIZATION	1	LS		_____ DOLLARS _____ CENTS	
665-G	SAND BAGS	200	EA		_____ DOLLARS _____ CENTS	
665-E	POLYETHELENE	2,000	SY		_____ DOLLARS _____ CENTS	
665-J	SILT FENCE, TYPE A	350	LF		_____ DOLLARS _____ CENTS	
665-Q	WATTLES	200	LF		_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	300	LF		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	1	LS		_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	\$40,000.00	<u>FORTY THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	\$40,000.00
ALL SITES SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
OVERLOOK CULVERT SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	
LANGAN PARK DAM SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	
TODD ACRES DRIVE SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	
ALL SITES SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	
BASE BID TOTAL AMOUNT					_____ DOLLARS _____ CENTS	

Project No. 2024-3005-08
2025 BRIDGE MAINTENANCE PROJECT
BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
OVERLOOK CULVERT SITE						
201-C	1	LS	DEBRIS REMOVAL	three thousand three hundred forty dollars and zero cents	\$ 3,340.00	\$ 3,340.00
206-D1	200	LF	FENCE REMOVAL	nineteen dollars and zero cents	\$ 19.00	\$ 3,800.00
206-D2	120	LF	CURB REMOVAL	twenty dollars and zero cents	\$ 20.00	\$ 2,400.00
210-A	22	CY	UNCLASSIFIED EXCAVATION	fifty-two dollars and zero cents	\$ 52.00	\$ 1,144.00
210-D	50	CY	BORROW EXCAVATION	fourty-one dollars and zero cents	\$ 41.00	\$ 2,050.00
260-A	5	CY	FLOWABLE FILL (GROUT)	one thousand four hundred dollars and zero cents	\$ 1,400.00	\$ 7,000.00
408-A	100	SY	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	twenty-nine dollars and zero cents	\$ 29.00	\$ 2,900.00
429-A1	45	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B, APPROX. 165 LB/SY, (INCL. TACK COAT)	two hundred forty-two dollars and zero cents	\$ 242.00	\$ 10,890.00
505-I	60	SF	STEEL PLATE, INCL WELDING	two hundred twenty dollars and zero cents	\$ 220.00	\$ 13,200.00
614-B	6	SY	CONCRETE SLOPE PAVING, 6"	four hundred thirty dollars and zero cents	\$ 430.00	\$ 2,580.00
621-N2	60	SF	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	eighty-four dollars and zero cents	\$ 84.00	\$ 5,040.00
623-C	120	LF	CONCRETE CURB AND GUTTER	sixty-three dollars and zero cents	\$ 63.00	\$ 7,560.00
631-C	200	LF	STEEL GUARDRAIL RESET (INCL POST)	thirty-seven dollars and zero cents	\$ 37.00	\$ 7,400.00
634-G1	200	LF	CHAINLINK FENCE, 4 FT	twenty-nine dollars and zero cents	\$ 29.00	\$ 5,800.00
654-A	200	SY	SOLID SODDING, BERMUDA (PINNED)	eight dollars and zero cents	\$ 8.00	\$ 1,600.00
701-A	400	LF	SOLID STRIPING (ALL COLORS) CL 2, TYPE A	eight dollars and zero cents	\$ 8.00	\$ 3,200.00
855-C	560	SF	HYDROBLASTING AND COATING	fourty-seven dollars and zero cents	\$ 47.00	\$ 26,320.00
LANGAN PARK DAM SITE						
201-A	1.00	LS	SELECT CLEARING and GRUBBING	seven thousand six hundred dollars and zero cents	\$ 7,600.00	\$ 7,600.00
206-C	100	SY	REMOVAL OF SIDEWALK	twenty-one dollars and zero cents	\$ 21.00	\$ 2,100.00
210-A	50	CY	UNCLASSIFIED EXCAVATION	fourty dollars and zero cents	\$ 40.00	\$ 2,000.00
210-D	50	CY	BORROW EXCAVATION	thirty-five dollars and zero cents	\$ 35.00	\$ 1,750.00
260-A	25	CY	FLOWABLE FILL (PEAGRAVEL MIX)	six hundred fifty dollars and zero cents	\$ 650.00	\$ 16,250.00
430-B	40	TON	AGGREGATE SURFACING, No. 89 STONE	ninety-eight dollars and zero cents	\$ 98.00	\$ 3,920.00
430-B1	100	TON	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	ninety-eight dollars and zero cents	\$ 98.00	\$ 9,800.00
504-G	22	EA	FIBERGLASS JACKETS	four thousand twenty dollars and zero cents	\$ 4,020.00	\$ 88,440.00
505-I	28	EA	STEEL SPICE PLATE, INCL WELDING/CLEANING	one thousand five hundred fifty dollars and zero cents	\$ 1,550.00	\$ 43,400.00
610-A	241	SY	RIPRAP, CL 2, 24" THICK	one hundred sixty dollars and zero cents	\$ 160.00	\$ 38,560.00
610-D	200	SY	FILTER FABRIC, NON WOVEN	six dollars and zero cents	\$ 6.00	\$ 1,200.00
618-A	100	SY	CONCRETE SIDEWALK, 4" THICK	one hundred four dollars and zero cents	\$ 104.00	\$ 10,400.00
650-A	50	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	fourty-nine dollars and zero cents	\$ 49.00	\$ 2,450.00
654-A	450	SY	SOLID SODDING, BERMUDA (PINNED)	eight dollars and zero cents	\$ 8.00	\$ 3,600.00
999-B	1	LS	SPILLWAY BYPASS (BY CONTRACTOR)	sixty-one thousand two hundred dollars and zero cents	\$ 61,200.00	\$ 61,200.00
TODD ACRES DRIVE SITE						
621-N1	5	SF	PATCHING FOR DECK	nine hundred eighty dollars and zero cents	\$ 980.00	\$ 4,900.00
621-N2	60	SF	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	one thousand two hundred dollars and zero cents	\$ 1,200.00	\$ 72,000.00
621-N2	55	SF	PATCHING FOR BENT CAPS (INCL CLEANING)	one thousand two hundred dollars and zero cents	\$ 1,200.00	\$ 66,000.00
ALL SITES						
600-A	1	LS	MOBILIZATION	ninety-seven thousand four hundred dollars and zero cents	\$ 97,400.00	\$ 97,400.00
665-G	200	EA	SAND BAGS	ten dollars and zero cents	\$ 10.00	\$ 2,000.00
665-E	2,000	SY	POLYETHELENE	two dollars and zero cents	\$ 2.00	\$ 4,000.00
665-J	350	LF	SILT FENCE, TYPE A	seven dollars and zero cents	\$ 7.00	\$ 2,450.00
665-Q	200	LF	WATTLES	twelve dollars and zero cents	\$ 12.00	\$ 2,400.00
674-A	300	LF	CONSTRUCTION SAFETY FENCE	four dollars and zero cents	\$ 4.00	\$ 1,200.00
740-A	1	LS	TRAFFIC CONTROL	six thousand five hundred dollars and zero cents	\$ 6,500.00	\$ 6,500.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	fourty thousand dollars and zero cents	\$ 40,000.00	\$ 40,000.00

TOTAL BID	six hundred ninety-seven thousand seven hundred fourty-four dollars and zero cents	\$	697,744.00
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK COMPANY: <u>McElhenney Const.</u> SIGNATURE: <u><i>JP Carston</i></u> DATE: <u>4/9/25</u>			

Base Bid

Total (All items listed in Proposal) 697,744.00

Written in words Six hundred ninety-seven thousand seven hundred forty-four dollars and zero cents

Number of working days to complete 85

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3835 Gordon

John Drive Mobile, AL 36693

By M'Elhenney Const. Co. LLC

Signature of Bidder _____ M'Elhenney Const. Co.
(If a Corporation)

By _____ Business Address PO Box 1409 Theodore, AL 36590

President

Josh McElhenney

Print

Business Address PO Box 1409 Theodore, AL 36590

Secretary

Josh McElhenney

Print

Business Address PO Box 1409 Theodore, AL 36590

Treasurer

Josh McElhenney

Print

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____

Secretary

49555

State License Number

Corporate Seal



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(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 **2025 Bridge Maintenance, City of Mobile Project No. 2024-3005-08**.

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 April 9, 2025 (Date)
McElhenney Construction Company, LLC
By: [Signature] (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED: Billie Jo Sanders
Alabama Resident Agent By Billie Jo Sanders
Billie Jo Sanders, Attorney-in-Fact
Billie Jo Sanders, AL Resident Agent No. 44278

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC
3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company

151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Six Hundred Ninety Seven Thousand, Seven Hundred Forty Four & No/100 Dollars (\$ 697,744.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated April 28, 2025 (hereinafter called the Contract) for 2025 Bridge Maintenance
Project #: 2024-3005-08 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(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 28 day of April 2025.

Individual Principals sign here

In the presence of:

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: [Signature]
(Signature)
Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST:

[Signature]
(Signature)
Robert M. Donough
(Print)
ITS: P.M.

Western Surety Company
(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

Billie Jo Sanders

(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)
Connie Smith
(Print)
ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter
called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(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 Six Hundred Ninety Seven
Thousand, Seven Hundred Forty Four and No/100 dollars (\$ 697,744.00), 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 4/28/25
20, entered into a Contract with the Owner for 2025 BRIDGE MAINTENANCE
which agreement is by reference made a part hereof.

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.

SIGNED, SEALED AND DELIVERED this 28 day of April 2025.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

ATTEST:

Robert McDermott
(Signature)
P.M.
(Title)
(Print)

BY:

Josh McElhenney
(Signature)
President
(Title)
(Print)

Western Surety Company
(Surety sign here) (Corporate name)

BY:

Billie Jo Sanders
(Signature)
Attorney-in-Fact
(Title)
(Print)

ATTEST:

Connie Smith
(Signature)
Witness
(Title)
(Print)

Corporate Seal

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 ensure 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

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 ensure 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 Subarticle 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 six (6%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout 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, 2018 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, 2018 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 payment for all 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, 2018 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 successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, 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.
16. 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.
17. 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.
18. 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).

19. 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).

20. If needed, 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, 2018 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.

[OR]

The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. 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).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract'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 or within 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 Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. 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.
25. 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. The Contractor shall provide a one-year warranty period from the time of final payment.
26. Contactor 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 Subarticles 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.

27. 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.
28. 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.
29. 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.
30. **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.**

31. 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.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. 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.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. 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.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. 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.
39. 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.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. 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.
42. 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 and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. 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.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, 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 the City and 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.
47. 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.
48. 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.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. 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.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 28 day of April, 2025, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present 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:

2025 BRIDGE MAINTENANCE: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs & Maintenance

City of Mobile Project Number **2024-3005-08**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 697,744.00) 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 prebid 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 **SAWGRASS CONSULTING.**

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", 2018 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, 2018 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 ensure 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 Capital. 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.

E-BUILDER:

(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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents 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.

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

WITNESSES:

_____(Print)

CONTRACTOR:

AN INDIVIDUAL

_____(Print)

McElhenney Construction Co., LLC.

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY:



ITS PRESIDENT

Josh McElhenney (Print)

ATTEST:



ITS SECRETARY

Robert McElhenney (Print)

4/25/25

DATE

Corporate Seal



STATE OF ALABAMA }

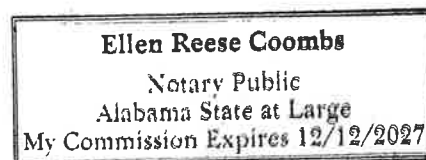
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Josh McElhenny, whose name is signed to the foregoing instrument in the capacity
of President of McElhenny Const Co 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 25th day of April, 2025.

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires: 12/12/27



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 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 ensure 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 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the Engineer. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions as shown on the plans.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the Engineer. No stone shall be less than three inches, minimum dimension, nor greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(c) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wire having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The Engineer reserves the right to modify any portion in order to enhance the final product.

(d) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of 1/4 inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees F., unless approved by the Engineer in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets

shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty four (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed at three foot (3') nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually placed on the approved surface to the lines and grades as shown on the drawings or as directed by the Engineer, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are

level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to insure a neat and compact appearance. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the Engineer. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard

246-E Grout for Gabions – per Cubic Yard

6. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

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 2018 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.

8. 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.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. 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.

13. 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.

14. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

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.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. ITEM 690-B PORTABLE TOILETS - WEEKS:

690.B.01

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.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in-place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”

LOCATION

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



MCELCON-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Rachel Hutto

PHONE (A/C, No, Ext): (334) 244-0004

FAX (A/C, No):

E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURED

McElhenney Construction Co., LLC
P.O. Box 1409
Theodore, AL 36590

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Zurich American Insurance Co.

16535

INSURER B : Scottsdale Insurance Co.

41297

INSURER C : Transguard Insurance Company of America

28886

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO3538202-02	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL Aggregate \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP3538203-02	7/1/2024	7/1/2025	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 \$	X	X	XLS2004610	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3538201-02	7/1/2024	7/1/2025	☒ 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
C	☒ Leased/Rented			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 Ded/Per Item 400,000
C	☒ Scheduled Equipment			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2025 BRIDGE MAINTENANCE PROJECT No. 2024-3005-08

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

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

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER			CONTACT NAME:		FAX (A/C, No.):			
			PHONE (A/C, No, Ext):		E-MAIL ADDRESS:			
INSURED			INSURER(S) AFFORDING COVERAGE				NAIC #	
			INSURER A:					
			INSURER B:					
			INSURER C:					
			INSURER D:					
			INSURER E:					
			INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ 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 - COM/POP 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 \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
Project Name: _____ Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).								
CERTIFICATE HOLDER				CANCELLATION				
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				AUTHORIZED REPRESENTATIVE				

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, AND
DBE UTILIZATION REPORT**



City of Mobile

Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-08

Current Date 03/14/25

Project Description: 2025 Bridge Maintenance Project

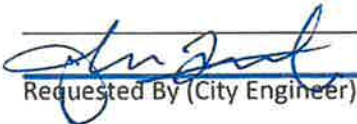
Total Estimated Value of the Project: \$894,595.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Reduction of the 15% goal to a 6% goal due to the specialized work needed.


Requested By (City Engineer)

John Forrester

(Signature)

(Title)

(Date)


Telephone Number

City Engineer

03/14/2025

Email
Address

forresterj@cityofmobile.org

251-208-7243

Reviewed By (Office of Supplier Diversity)



Supplier Diversity Manager

3/14/2025

(Signature)

(Title)

(Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Drive, Mobile, AL 36693
Telephone	251-973-0030
E-Mail	jennings@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2024-3005-08
Project Description	2025 Bridge Maintenance Contract
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>31</u> Female <u>5</u> Minority <u>16</u> Non-minority <u>20</u> SDVO <u> </u>
Total #of Employees	<u>36</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennings Clayton

Signature: *JR Clayton* Date: 4/8/25

Title: Project Manager/Estimator

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: Jennings Clayton Title: Project Manager/Estimator

Email: jennings@mcelhenneyconst.com Phone: 251-973-0030

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archie.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

Please Print Company McElhenney (MCC) Your Bid/Proposal Amount \$ 697,744.00

04 / 8 / 25 Description Bridge Repairs & Maintenance
Name of Bidder/Proposer: McElbenney Construction Company, LLC

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC Phone 251-654-8579 Email jennings@mcclhenneyconstruction.com
Contact Person: Jennings Clayton
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

— There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

— DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY

Return to Office of Supplier Diversity
Via email: arehnic.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CITY OF MOBILE DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR: McElmerney Construction Company, LLC

Contract Start Date:

NO

YES

Certified DBE:

DESCRIPTION: Bridge Maintenance

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)
<u>Bennett Construction</u>	<u>Concrete Work</u>	\$	\$	\$	
<u>Coastal Environmental</u>	<u>Erosion Control</u>	\$	\$	\$	
<u>LBG Construction</u>	<u>Concrete Supplier</u>	\$	\$	\$	
<u>Element Const. & Fencing</u>	<u>Fencing</u>	\$	\$	\$	
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: Josh McElmerney

SIGNATURE: [Signature]

4/8/25
(Date)

Asst. Dir.
(Title)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M'Elkenny (affiant) who, being duly sworn says as follows:

President/CEO of M'Elkenny Construction Co. 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 President for M'Elkenny Const. Co. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

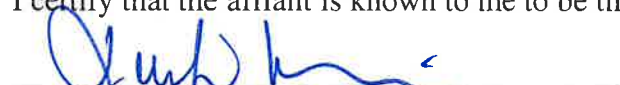
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to 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 M'Elkenny Const. Co. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.


CEO of M'Elkenny Const. Co. LLC

Sworn to and subscribed before me this the 9th 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

Jennifer Robinson
Notary Public
Alabama State at Large
My Commission Expires 3/11/2029



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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 McElhenney Construction 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.



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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



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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



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(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 McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	Title
Signature Electronically Signed	Date 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2013



Company ID Number: 709831

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 709831



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

AL

1



Company ID Number: 709831

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

Name Josh R McElhennev
Phone Number 2519730030
Fax
Email iosh@mcelhennevconst.com



Company ID Number: 709831



This list represents the first 20 Program Administrators listed for this company.

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. 2024-3005-08
2025 BRIDGE MAINTENANCE**

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. 2024-3005-08
2025 BRIDGE MAINTENANCE

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: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

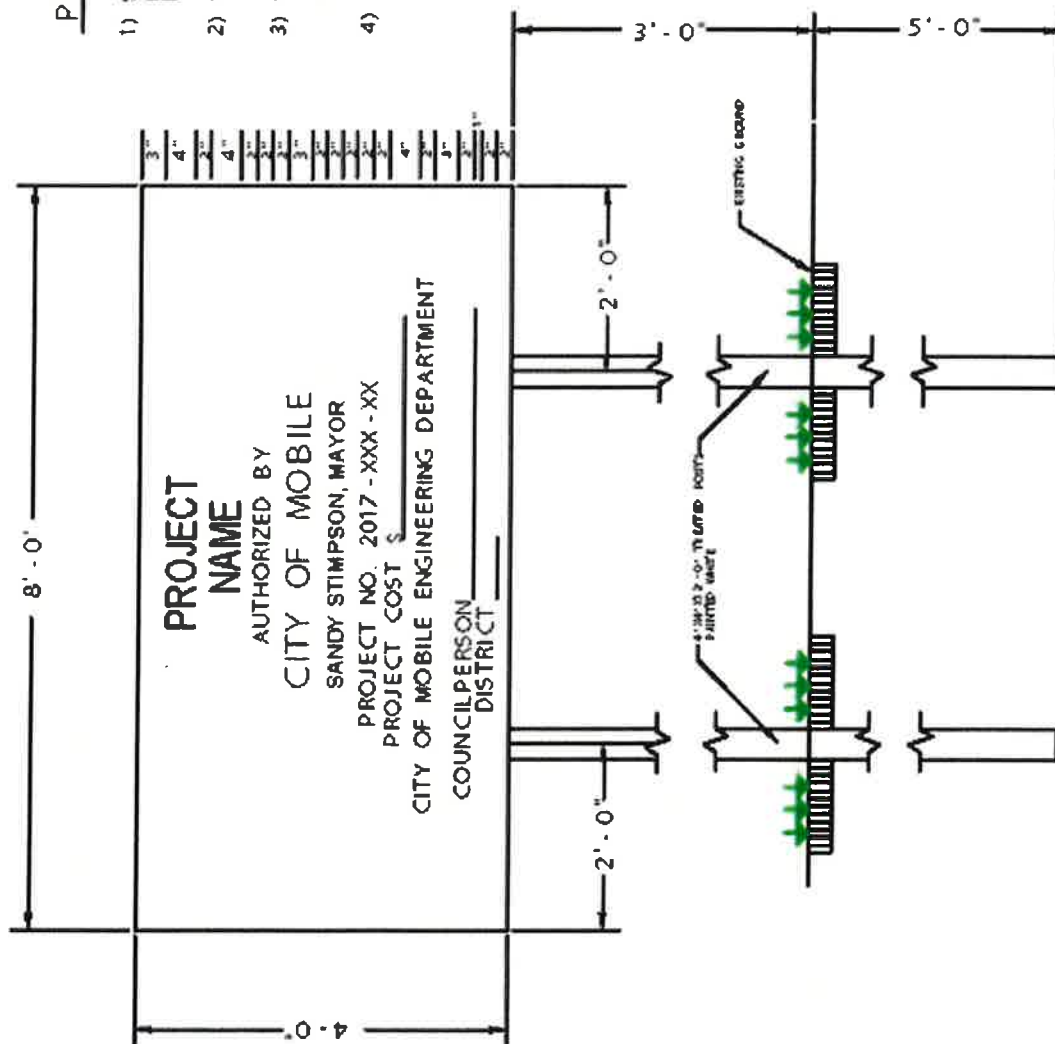
The Contractor shall execute the following requirements as follows:

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 that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization 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.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”
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.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/9/25

Name of Project: 2025 Bridge Maintenance Project

Project Number: 2024-3005-08

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:

\$ 11,100.00

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 Name of

Bidder McElhenney Construction Company, LLC

Mailing

Address PO Box 1409 Theodore, AL 36590

*By (Legal Signature)

[Signature]

*Name (type or print)

Josh McElhenney

(Seal)

*Title

President

Telephone Number 251-973-0030

ADDENDUM NO. 1

ADDENDUM NO. 1

2025 Bridge Maintenance

CITY OF MOBILE PROJECT NO. 2024-3005-08

BID DATE: April 9, 2025

ADDENDUM NO. 1

ISSUED: April 8, 2025

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

- 1. ITEM III, PROPOSAL SECTION, SHEET 11, OVERLOOK SITE, ADD PAY ITEM 701-A SOLID STRIPING (ALL COLORS) CL 2, TYPE A, QUANTITY 400, UNIT LF**
- 2. ITEM III, PROPOSAL SECTION, SHEET 13, LANGAN PARK DAM SITE, EDIT PAY ITEM 260-A FLOWABLE FILL QUANTITY FROM 65CY TO 25 CY.**

***THE CHANGES ARE REFLECTED IN THE ELECTRONIC BID SHEET ATTACHED IN THIS CORRESPONDENCE**

We, as duly authorized representatives of McElhenney Construction (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

JH Clayton
Signature

4/8/25
Date

Jennings Clayton
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

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 Sawgrass Consulting, as well as the premises

Project Name: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs and Maintenance

The Bidder further agrees to construct the improvements in **85** 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, 2018 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 Sawgrass Consulting 30673 Sgt EI Boots Thomas Dr. Spanish Fort, Alabama 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 6, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
OVERLOOK CULVERT SITE						
201-C	DEBRIS REMOVAL	1	LS		_____ DOLLARS _____ CENTS	
206-D1	FENCE REMOVAL	200	LF		_____ DOLLARS _____ CENTS	
206-D2	CURB REMOVAL	120	LF		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	22	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (GROUT)	5	CY		_____ DOLLARS _____ CENTS	
408-A	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	100	SY		_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B, APPROX. 165 LB/SY, (INCL. TACK COAT	45	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL PLATE, INCL WELDING	60	SF		_____ DOLLARS _____ CENTS	
614-B	CONCRETE SLOPE PAVING, 6"	6	SY		_____ DOLLARS _____ CENTS	
621-N2	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	60	SF		_____ DOLLARS _____ CENTS	
623-C	CONCRETE CURB AND GUTTER	120	LF		_____ DOLLARS _____ CENTS	
631-C	STEEL GUARDRAIL RESET (INCL POST)	200	LF		_____ DOLLARS _____ CENTS	
634-G1	CHAINLINK FENCE, 4 FT	200	LF		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	200	SY		_____ DOLLARS _____ CENTS	
701-A	SOLID STRIPING (ALL COLORS) CL2,TYPE A	400	LF		_____ DOLLARS _____ CENTS	
855-C	HYDROBLASTING AND COATING	560	SF		_____ DOLLARS _____ CENTS	
OVERLOOK CULVERT SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
LANGAN PARK DAM SITE						
201-A	SELECT CLEARING & GRUBBING	1	LS		_____ DOLLARS _____ CENTS	
206-C	REMOVAL OF SIDEWALK	100	SY		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (PEAGRAVEL MIX)	65	CY		_____ DOLLARS _____ CENTS	
430-B	AGGREGATE SURFACING, No. 89 STONE	40	TON		_____ DOLLARS _____ CENTS	
430-B1	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	100	TON		_____ DOLLARS _____ CENTS	
504-G	FIBERGLASS JACKETS	22	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL SPLICE PLATE, INCLUDE WELDING/CLEANING	28	EA		_____ DOLLARS _____ CENTS	
610-A	RIPRAP, CL 2, 24" THICK	241	SY		_____ DOLLARS _____ CENTS	
610-D	FILTER FABRIC, NON WOVEN	200	SY		_____ DOLLARS _____ CENTS	
618-A	CONCRETE SIDEWALK, 4" THICK	100	SY		_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	50	CY		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	450	SY		_____ DOLLARS _____ CENTS	
999-B	SPILLWAY BYPASS (BY CONTRACTOR)	1	LS		_____ DOLLARS _____ CENTS	
LANGAN PARK DAM SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
TODD ACRES DRIVE SITE						
621-N1	PATCHING FOR DECK	5	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	60	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR BENT CAPS (INCL CLEANING)	55	SF		_____ DOLLARS _____ CENTS	
TODD ACRES DRIVE SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
ALL SITES						
600-A	MOBILIZATION	1	LS		_____ DOLLARS _____ CENTS	
665-G	SAND BAGS	200	EA		_____ DOLLARS _____ CENTS	
665-E	POLYETHELENE	2,000	SY		_____ DOLLARS _____ CENTS	
665-J	SILT FENCE, TYPE A	350	LF		_____ DOLLARS _____ CENTS	
665-Q	WATTLES	200	LF		_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	300	LF		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	1	LS		_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	\$40,000.00	<u>FORTY THOUSAND</u> DOLLARS _____ <u>ZERO</u> CENTS	\$40,000.00
ALL SITES SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
	OVERLOOK CULVERT SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	LANGAN PARK DAM SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	TODD ACRES DRIVE SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	ALL SITES SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	BASE BID TOTAL AMOUNT				_____ DOLLARS _____ CENTS	

STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.:

49555

TYPE:

RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCLENNEN CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until

April 30, 2025

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

24th day of April, 2024

Michael B. Tate

SECRETARY-TREASURER

Charles A. Tate

CHAIRMAN

204863



CAPITAL CONTRACT SUMMARY SHEET

C#5365



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve a contract with Michael Baker International, Inc. for engineering consulting services.

Amount of Contract:

\$299,995.63

Funding Source

C0997

ATTACHMENTS:

1. 2025-3005-11 US Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave) (Michael Baker International, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave)
(D1) COM Project: 2025-3005-11

PROJECT #: C0997 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Consulting Services

CONTRACT AMOUNT: \$299,995.63

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

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 5/7/2025

RESOLUTION

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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. This Resolution shall take effect immediately upon its adoption.

Name of Company: Michael Baker International, Inc.

Project Name: U.S. Hwy Streetscape Improvements (Gloria York to Wilson Ave.)

Project Number: 2025-3005-11

Project Description: Design and construction of U.S. Highway 45 Streetscape Improvements from Gloria York Avenue to Wilson Avenue (D01)

Amount: \$299,995.63

Adopted:

City Clerk



**U.S. HWY 45 STREETScape IMPROVEMENTS
(GLORIA YORK TO WILSON AVE.)**

PROJECT NO. 2025-3005-11

ENGINEER:

MICHAEL BAKER INTERNATIONAL, 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 **Michael Baker International, Inc.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Michael Baker International, Inc.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the 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 – U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.), City of Mobile Project No. 2025-3005-11. This is for engineering design and construction inspection of approximately 3,400 feet of roadway improvements on Hwy 45. (See Exhibit A for approximate locations). **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 CITY ENGINEER.**

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, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

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

inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

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

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER 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, 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. Omit
- d. Omit
- e. Provide cost estimates and alternatives for construction of the PROJECT, if necessary.
- f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
- h. 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 needed, 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. Omit
 - o. 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. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be

based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
 - c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
 - d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
 - e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
 - f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.
4. 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) Omit
 - b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER 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 CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

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, base, patching, striping, and signing. 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.

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.

- a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER 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 CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Eight (8) weeks** after receipt of the completed topographic survey. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design

parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Sixteen (16) weeks** after 30% comments are received by ENGINEER. 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. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Eight (8) 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 CITY ENGINEER. 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.
 - (4) **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 CITY ENGINEER.
- b. 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.
 - c. 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.
 - d. 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.

- e. 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.
- f. 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 CITY ENGINEER. 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 CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - 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 CITY ENGINEER 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 CITY ENGINEER 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 CITY ENGINEER, 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) working 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 CITY ENGINEER 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

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall 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.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

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

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the

Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

1. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall 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 CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

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

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

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30)

- working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted 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 CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$73,543.58 (Seventy-Three Thousand Five Hundred Forty-three Dollars and Fifty-eight Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$46,213.58 (Forty-Six Thousand Two Hundred Thirteen Dollars and Fifty-eight Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$36,943.58 (Thirty-Six Thousand Nine Hundred Forty-Three Dollars and Fifty-eight Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$12,314.53 (Twelve Thousand Three Hundred Forteen Dollars and Fifty-Three Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$5,980.36 (Five Thousand Nine Hundred Eighty Dollars and Thirty-Six Cents).

- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$125,000.00 (One Hundred Twenty-Five Thousand Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C.
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$299,995.63 (Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Five Dollars and Sixty-Three Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

STANDARD OF PERFORMANCE:

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

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

1. **Professional Liability Insurance:**

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

2. **Workers' Compensation/Employer's Liability:**

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

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

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

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except 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. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. 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.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Print: Jeffrey D. May
Its: Vice President

Address: 11 N Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Natalie A. Kent, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. May, whose name as Vice President of
Michael Baker International, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 8th day of April, 2025.

Natalie A. Kent
NOTARY PUBLIC

My Commission Expires: 7/18/2027

EXHIBIT A: PROJECT LOCATION

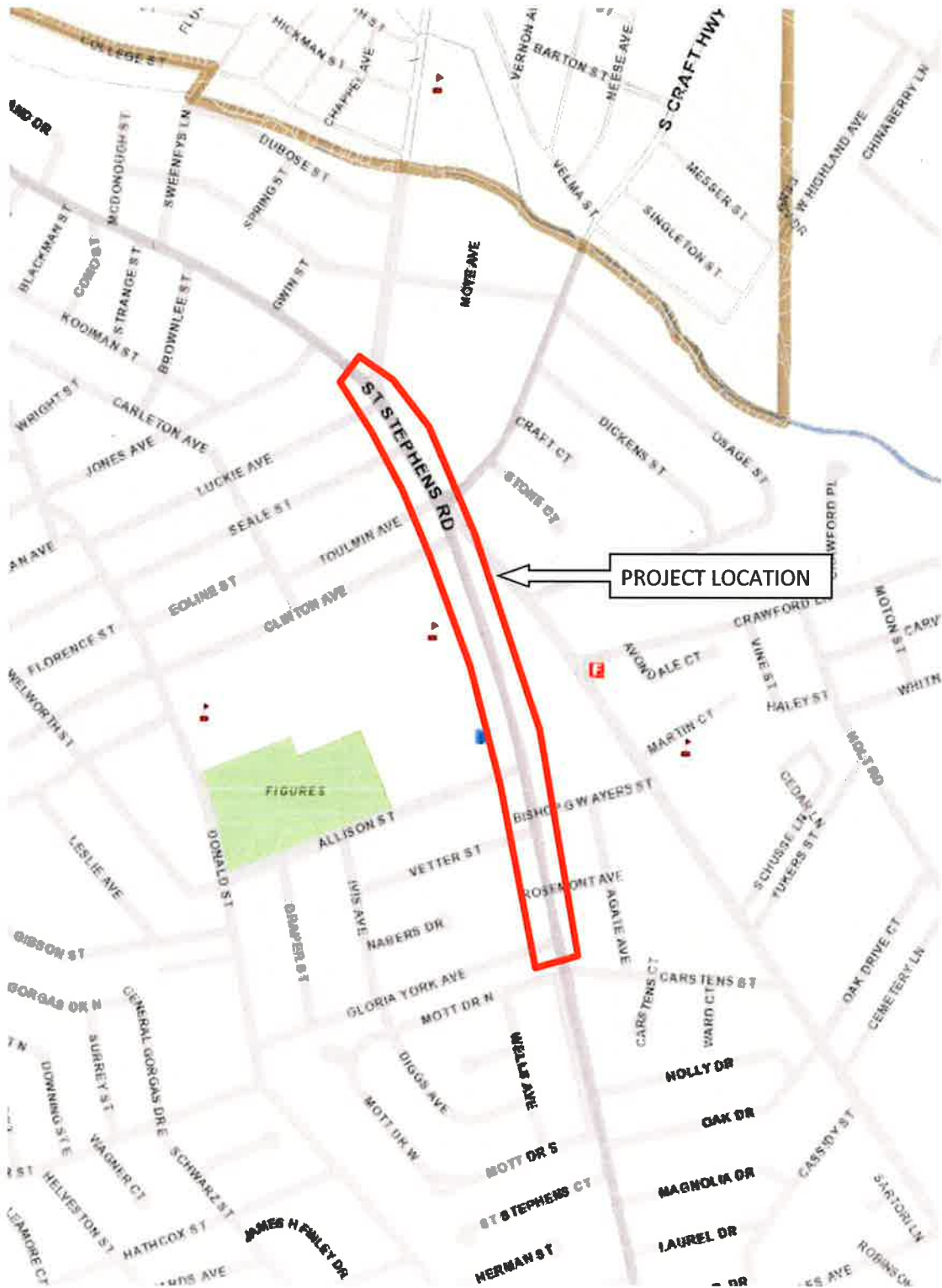


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) – **U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.), City of Mobile Project No. 2025-3005-11.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$2,900,000.00 [**Two Million Nine Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees for all phases to be paid the ENGINEER shall not exceed **\$299,995.63 [Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Five Dollars and Sixty-Three Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	
30% Submittal.....	\$ 73,543.58
60% Submittal.....	\$ 46,213.58
90% Submittal.....	\$ 36,943.58
100% Submittal.....	\$ 12,314.53
 Pre-Bid to Pre-Construction Phase.....	 \$ 5,980.36
 Construction Phase	 \$125,000.00
 <u>Total Contract Amount Not to Exceed</u>	 <u>\$ 299,995.63</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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/15/2025

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America Inc 24554 INSURER B: Allied World Surplus Lines Insurance Co 24319 INSURER C: Zurich American Ins Co 16535 INSURER D: American Guarantee & Liability Ins Co 26247 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570112117415 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER			GL0419728103	08/30/2024	08/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC053258206	08/30/2024	08/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN	N/A	WC419728203 AOS WC419728503 WI	08/30/2024	08/30/2025	☒ PER STATUTE E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim \$10,000,000 Aggregate \$10,000,000

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

Contractual Liability is included in the General Liability policy. RE: US HW 45 Streetscape Improvements (Gloria York to Wilson Ave.), City Project No. 2025-3005-11. City of Mobile is included as an Additional Insured in respect to the General Liability and Automobile Liability policies, which coverage shall be Primary and Non-contributory within the policy provisions. A waiver of Subrogation applies in favor of the City of Mobile with respect to the General Liability, Automobile Liability and Workers' Compensation policies. Umbrella Liability policy is follow form of the policies evidenced herein. A 30-Day Notice of Cancellation applies (except 10 days for non payment) for General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile, Alabama Attn: Tammy Lambeth, PE Engineering Manager PO Box 1827, 205 Government Street 3rd Floor, South Tower Mobile AL 36633-1827 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier :

570112117415

Certificate No :



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:
ALL CONTRACTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** With respect to the contract or agreement designated in the Schedule above, Subparagraph **e.** of Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1)** Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2)** Liability for "personal and advertising injury" if:

- (a)** The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b)** The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c)** The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.e.(2)(c)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. With respect to the contract or agreement designated in the Schedule above, the following is added to Section I - Supplementary Payments - Coverages A And B:

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- 1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 2. This insurance applies to such liability assumed by the insured;
- 3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
- 4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

6. The indemnitee:

a. Agrees in writing to:

- (1) Cooperate with us in the investigation, settlement or defense of the "suit";
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

b. Provides us with written authorization to:

- (1) Obtain records and other information related to the "suit"; and
- (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.e.(2)(c)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- 1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- 2. The conditions set forth above, or the terms of the agreement described in Paragraph **6.** above, are no longer met.

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570112002091			
CARRIER See Certificate Number: 570112002091	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 Description of Operations / Locations / Vehicles:

Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

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

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

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

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

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

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

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

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

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

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

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

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

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

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

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

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

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

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

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

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

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY:

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

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

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

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

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-03	08/30/2024	08/30/2025		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-03	08/30/2024	08/30/2025		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, Inc. (MBI)

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 MBI 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 MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1347287.

VP
CEO of Michael Baker International, Inc.

Sworn to and subscribed before me this the 8th day of April, 2025.

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

Natalie A. Kent
Signature and Seal of Notary Public

Natalie A. Kent

Notary Public, Alabama State at Large

My Commission Expires
7/18/2027

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Michael Baker International (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 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 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 (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
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. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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 (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers 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@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 through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
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 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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent 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

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent'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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party 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. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Michael Baker International (Employer) hereby designates and appoints Kristina David (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:19959

Client Company ID Number:1347287

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print)	Title
Kristina David	
Signature	Date
Electronically Signed	April 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77

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

Pennsylvania	6
South Carolina	3
Mississippi	2
Alaska	2
Florida	6
Tennessee	1
California	14
Michigan	1
Ohio	4
North Carolina	4
Colorado	1
Idaho	1
Arkansas	2
Indiana	2
Nevada	3
Texas	4
Georgia	2
Kentucky	1
New York	2
Louisiana	2
Maryland	1
Arizona	1
Alabama	1
Wisconsin	2
Washington	1
West Virginia	1
Minnesota	1
Virginia	4
Illinois	1
Utah	1

Company ID Number:19959

Client Company ID Number:1347287

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

Name	Penny Mercadante
Phone Number	(412) 918-4024
Fax Number	
Email Address	Penny.Mercadante@mbakerintl.com

Name	Brian Rider
Phone Number	(412) 918-4039
Fax Number	
Email Address	Brian.Rider@mbakerintl.com



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archibutekidd@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: Archieuekidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Michael Baker International, Inc.
Address	11 N. Water Street, Suite 14290 Mobile, AL 36602
Telephone	(251) 380-0898
E-Mail	JMay@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	U.S Hwy 45 Streetscape Improvements (Gloria York to Wilson Avenue)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	4,150.00

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeffrey D. May Date: 4/8/2025
Signature: [Signature]
Title: Vice President / Office Executive

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

Name: Brian Morgan Title: Project Manager
Email: Brian.Morgan@mbakerintl.com Phone: (251) 341-3128
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Michael Baker

Please Print Company _____ International, Inc.	Your Bid/Proposal Amount \$

Date:

04 / 08	Description
	<u>U.S Hwy 45 Streetscape Improvements (Gloria York to Wilson Avenue)</u>

Name of Bidder/Proposer: Michael Baker International, Inc.

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

THIS FORM NOT APPLICABLE

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan, PE

Phone 251-380-0898

Email Brian.Morgan@mbakerintl.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.
 Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

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

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

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MICHAEL BAKER INTERNATIONAL INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA518

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

MICHAEL BAKER INTERNATIONAL INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 12/12/2023

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

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: Restaurant Retail Liquor License

Submitted by: Biscuit Ventures Mobile, LLC

Location: Flying Biscuit Café
4356 Old Shell Road
Unit 16
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/07/2025	NEW APPLICATION	2025 - 5730	131999	7	May 20, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BISCUIT VENTURES MOBILE LLC

Trade Name (DBA)

FLYING BISCUIT CAFE

Location Address

4356 OLD SHELL ROAD UNIT 16

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/07/2025	NEW APPLICATION	2025 - 5730	131999	7	May 20, 2025

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BISCUIT VENTURES MOBILE LLC

Trade Name (DBA)

FLYING BISCUIT CAFE

Location Address

4356 OLD SHELL ROAD UNIT 16

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: May 12, 2025

Re: Application # 5730 / 4356 Old Shell Rd. Ste. 16

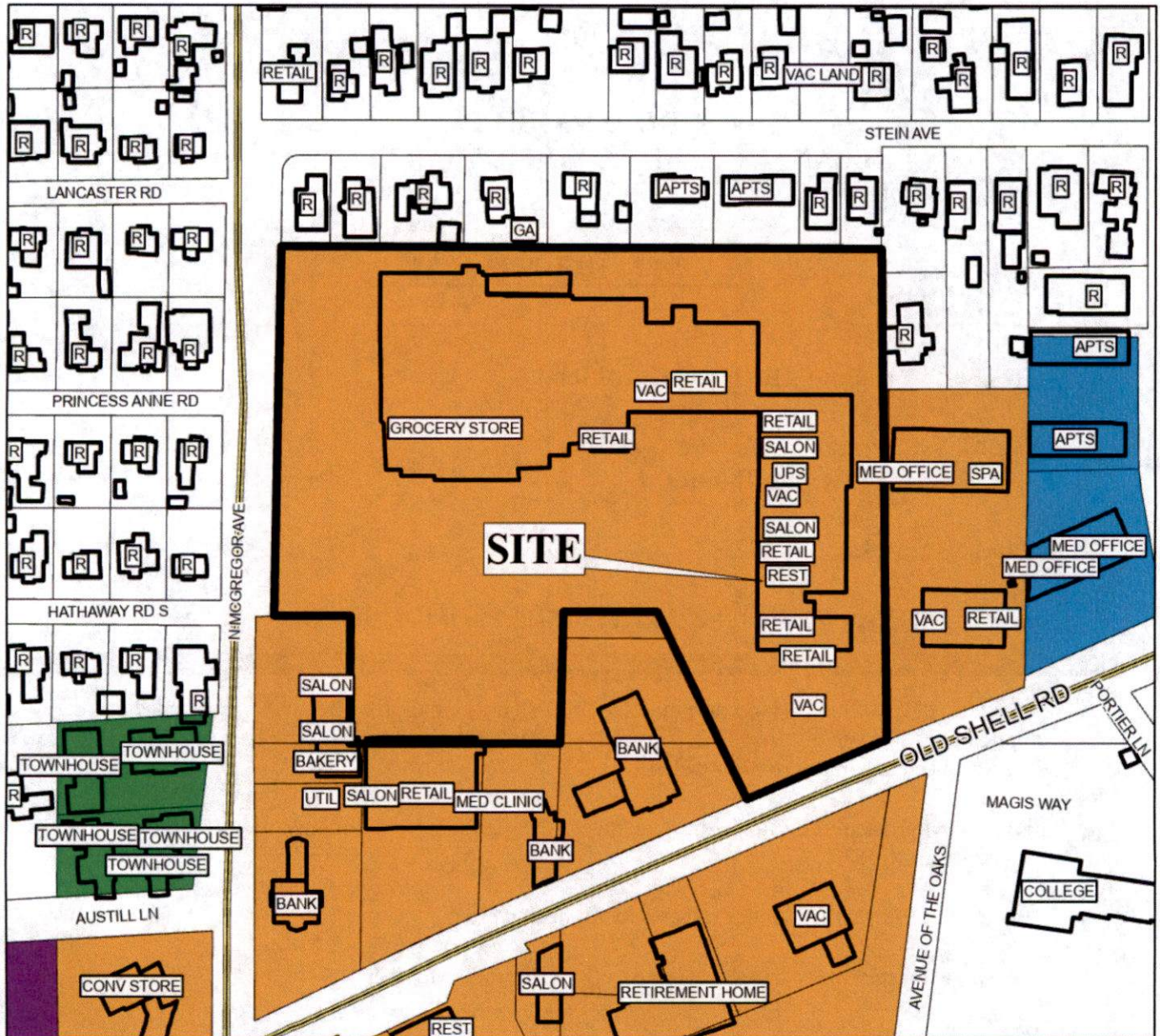
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5730 DATE 5/20/2025

APPLICANT BISCUIT VENTURES MOBILE LLC

LOCATION 4356 OLD SHELL RD UNIT 16

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
05/07/2025	NEW APPLICATION	2025 - 5730	131999	7	May 20, 2025

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BISCUIT VENTURES MOBILE LLC

Trade Name (DBA)

FLYING BISCUIT CAFE

Location Address

4356 OLD SHELL ROAD UNIT 16

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
TREY MILES		NO		TREYMILES@CSCOTTCAPITAL.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? 06/01/2024

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 05/07/2025		Application Type NEW APPLICATION		Application Number 2025 - 5730		License Account # 131999		Council District 7		Council Agenda Date May 20, 2025	
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR						2nd License Type Applied for with Alabama ABC Board					
Business Information											
Legal Business Name BISCUIT VENTURES MOBILE LLC						Trade Name (DBA) FLYING BISCUIT CAFE					
Business Structure Type LLC - LIMITED LIABILITY COMPANY				Incorporation Date 06/22/2024		SOS Entity ID 001-142-008		State AL		County BIBB	
Federal Tax ID (FEIN) 99-3691420			Alabama State Sales Tax ID R012346204			Business Phone Number					
Physical Address (Street Address, Suite #) 4356 OLD SHELL ROAD UNIT 16						City MOBILE		State AL		Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)						City		State		Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT						If Location Transfer, Previous Street Address and Zip Code N/A					
Contact Person Information											
Name TREY MILES			Title		POA NO		Phone		Email TREYMILES@CSCOTTCAPITAL.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 SPRINGHILL VILLAGE LLC						Property Owner Phone Number			Property Owner Email KATHY@BURTONPROP.COM		
Property Owner Mailing Address (Street Address, Suite #, PO Box)						City MOBILE		State AL		Zip Code 36608	
Bldg Square Footage 4,000		Bldg Seating Capacity 100		Restroom Facilities YES		Patio Area YES		Structure Type SHOPPING CENTER		License Covers PARTIAL - ATTACHED	
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO											

ABC Application 1

Applicant/POA Initials SS

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)	
SCOTT, STEVEN CRAIG		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		CENTREVILLE	AL	35042	
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)		
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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SS

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.

SS

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.

SS

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.

SS

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.

SS

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.

SS

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.

SS

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Steven Scott

5/7/25

Owner/Applicant/POA Signature

Title of Person Signing this Application

Steven Scott

member

Sworn to and subscribed before me this 7th day of May 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner R Shawn Skinner November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

May 7, 2025



FLYING BISCUIT CAFE
4356 OLD SHELL ROAD UNIT 16
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 131999 TERRITORY 7

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>
2055172	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 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 advertizing 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:

BISCUIT VENTURES MOBILE LLC

dba

FLYING BISCUIT CAFE

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

4356 OLD SHELL ROAD UNIT 16

, 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

May 20, 2025

for application number **2025 - 5730**

- 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BISCUIT VENTURES MOBILE LLC

Trade Name (DBA)

FLYING BISCUIT CAFE

Location Address

4356 OLD SHELL ROAD UNIT 16

Zip Code

36608

Application Number

2025 - 5730

Notice Post Date @ Location

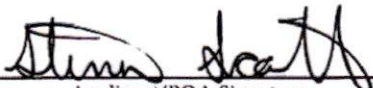
05/07/2025

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

May 20, 2025

Date

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


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250423141727344

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: FLYING BISCUIT CAFE

Filing Fee: \$50.00

Applicant: BISCUIT VENTURES MOBILE LLC

Transfer Fee:

Location Address: 4356 OLD SHELL RD UNIT 16 MOBILE, AL 36608

Mailing Address:

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-142-008

Do you sell Draft Beer?:

Date Incorporated: 06/22/2024 State incorporated: AL

County Incorporated: BIBB

Date of Authority: 06/22/2024

Federal Tax ID: 99-3691420

Alabama State Sales Tax ID: R012346204

Name:	Title:	Date and Place of Birth:	Residence Address:
STEVEN CRAIG SCOTT	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: CRAIG SCOTT

Business Phone: 205-245-3742

Fax:

Home Phone:

Cell Phone:

E-mail: CRAIGSCOTT@CSCOTTCAPITAL.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: 20250423141727344

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **SPRINGHILL VILLAGE LLC 251-380-7234**
What is lessors primary business? **PROPERTY RENTALS**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **4000** Display Square Footage:
Building seating capacity: **100** Does Licensed premises include a patio area? **YES**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250423141727344

Initial each

SS

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

SS

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

SS

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.

XX

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

XX

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

SS

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.

SS

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

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

SS

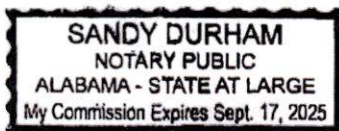
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Steven Scott*

Signature of Applicant: *Steven Scott*

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250423141727344



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

License Covers: UNIT 16

FORM A

Name: Steven Craig Scott

Business Name: Biscuit Ventures Mobile LLC DBA Flying Biscuit Cafe

Business Location and Tax ID No.: 4356 Old Shell Road Unit 16 Mobile, AL 36608 ; 12012346204

For Official Use Only

FORM A

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, _____, (print name of undersigned)
the undersigned do hereby declare that I am a citizen of the United States of America.

Date _____

Declarant's Signature



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. Box 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

April 23rd, 2025

Dear Mr. Scott,

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

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

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME:SCOTT,STEVEN CRAIG

SOC:

ABI RESULT:TRFNT

SID:

04-23-2025 09:17 ALLEA0049

*ATN/TCN8002512519

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 04-23-2025

*NAME STATE ID NO. FBI ID NO.

*SCOTT,STEVEN CRAIG

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 603 260 BRO BRO AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*

*LAST PAGE ON SID /

SEQ # 254 MRI # 12057770

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Biscuit Ventures Mobile 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): Craig Scott Scott

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: BIBB

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
001-142-008 DLL
Date 06/22/2024
Time 12:38:00
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 6 / 22 / 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 12 : 38 ☐ 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).

6 / 22 / 2024
Date (MM/DD/YYYY)

Craig Scott

Signature as required by 10A-5A-2.04

Member

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:

Biscuit Ventures Mobile LLC

This name reservation is for the exclusive use of Craig Scott, 2540 Montgomery
Hwy, Centreville, AL 35042 for a period of one year beginning June 22, 2024 and
expiring June 22, 2025



RES163480

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

June 22, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 06-25-2024

Employer Identification Number:
99-3691420

Form: SS-4

Number of this notice: CP 575 A

BISCUIT VENTURES MOBILE LLC
FLYING BISCUIT CAFE
% STEVEN SCOTT SOLE MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3691420. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2025
Form 940	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 on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BISCUIT VENTRUES MOBILE, LLC.
4356 OLD SHELL RD
MOBILE, AL 36608-2042

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012346204	05/1/2025	12/31/2025

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

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

NAICS CODE: 722513

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner



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 251.574.85351 or this should be included on your deed and/or lease paperwork

Lot 1, Springhill Village Subdivision Instrument #2019033898

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

Biscuit Ventures Mobile, 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 that 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 7th day of May 2025

Notary Printed Name E. Peter	Notary Signature 	My (Notary) Commission Expires July 9, 2028
--	---	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Springhill Village, LLC

Biscuit Ventures Mobile, LLC

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

41 West I-65 Service Rd. N., Ste 310

City, State, Zip

City, State, Zip

Mobile

AL

36608

Date Agreement Signed

Date Agreement Signed

May 7, 2025

5/7/25



Revision Date 10.23.2023

| Application Property Ownership

Mobile County Property Search

Key Number: 537084 For Year 2025

Property Details

Account

Key Number: 537084

Legal Description: LOT 1 SPRINGHILL VILLAGE SUBDIVISION IN 2019033898

Parcel Number: 2806141003077XXX

Type: Real

Property Class: 2

Location

Address: 4366 OLD SHELL RD MO

Owner

Name: SPRINGHILL VILLAGE LLC

Mailing Address:

MOBILE , AL 36608

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$10,963,400

Land Value: \$2,053,600

Appraised Value: \$12,319,700

Taxable Value: \$12,319,700

Assessed Value: \$2,463,940

VALUES DISPLAYED ARE 2025 VALUES.

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT ("Lease") is made and entered into this 12 day of December, 2024 (the "Effective Date"), by and between "Landlord" (as such term is defined in Section 1.1 hereof) and "Tenant" (as such term is defined in Section 1.2 hereof). Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the "Premises" (as such term is defined in Section 1.3 hereof) located in the "Shopping Center" (as such term is defined in Section 1.4 hereof). This Lease is subject to the terms, covenants and conditions herein set forth and Landlord and Tenant each covenant, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions. The relationship between Landlord and Tenant hereunder is that of usufruct only, and no estate for years shall be deemed to have been granted hereby.

1.0 SUMMARY OF BASIC LEASE PROVISIONS.

1.1. LANDLORD.

Springhill Village LLC,
a Delaware limited liability company

1.1.1. ADDRESS OF LANDLORD.

Springhill Village LLC
c/o Burton Property Group
41 West I-65 Service Road North
Suite 310
Mobile, AL 36608

with all Rent payments to:

Springhill Village LLC
P.O. Box 16167
Mobile, AL 36616

1.2. TENANT.

Biscuit Ventures Mobile LLC, an Alabama limited liability company

1.2.1. ADDRESS OF TENANT.

Biscuit Ventures Mobile LLC
2640 Montgomery Hwy
Centreville, AL 36042

1.2.2. TENANT'S TRADE NAME.

Flying Biscuit Cafe

1.3. PREMISES.

The "Premises" shall be defined as that certain space depicted on Exhibit A attached hereto identified as 4358 Old Shell Road, Unit 16, Mobile, AL 36608, having a floor area of approximately 4,000 square feet and located within the Shopping Center. The Premises are measured from the exterior face of exterior walls and storefront framing, to the centerline of demising partitions and to the non-leasable side of demising partitions of sprinkler rooms. Such area is rounded off to the nearest one-half square foot.

1.4. SHOPPING CENTER.

The "Shopping Center" shall be that certain shopping center known as Springhill Village Shopping Center located in or near the City of Mobile, Mobile County, Alabama.

1.5. LEASE TERM/LEASE YEAR.

The "Lease Term" shall be ten (10) Lease Years (as such term is defined herein below) and shall commence on the Commencement Date (as such term is defined in Section 1.6.2 hereof). The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months commencing on the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease plus the remaining calendar days in the month in which the Commencement Date occurs. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term. If the Lease Term expires on a date not at the end of a full Lease Year, the period of time following the final full Lease Year shall be defined to be a "Partial Lease Year".

1.5.1. OPTION TO RENEW.

Landlord grants to Tenant an option to extend the Lease Term for two (2) additional five (5) year periods (each an "Option Period" and collectively, "Option Periods") subject to the following:

(a). Tenant is not then in default under any of the terms and conditions contained within the Lease beyond any applicable notice and cure period either at the time Tenant exercises its right to said Option Period or on the date of commencement of each Option Period;

(b). Tenant provides written notice to Landlord of Tenant's intent to extend the Lease Term not less than one hundred eighty (180) days prior to the originally scheduled expiration date of the Lease Term or, if applicable, the respective Option Period;

(c). Tenant is in full compliance with Section 4.0 hereof and, in particular, with the provisions pertaining to the maintaining of full, complete and accurate permanent records and accounts in accordance with general accounting practices reasonably acceptable to Landlord;

(d). Tenant has remained in full compliance with Section 6.0 hereof during the Lease Term and, in particular, with Landlord's guidelines and regulations on printed displays or show window lettering established for the Premises, and Tenant has not failed to remove any printed display or show window lettering not approved by Landlord within ten (10) days following Tenant's receipt of Landlord's notice to correct; and

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

Springhill Village LLC,
a Delaware limited liability company

By: [Signature]
Its: Authorized Signatory

Witnesses as to Landlord

[Signature]
Name: Missy Gray

Name: _____

TENANT:

BISCUIT VENTURES MOBILE LLC,
an Alabama limited liability company

By: [Signature]
Its: member

Witnesses as to Tenant

[Signature]
Name: Donald C Miles

Name: _____



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 Biscuit Ventures Mobile LLC				Trade Name (DBA) Flying Biscuit Cafe			
Company Physical Address (Street Address, Suite #) 4356 old shell Road Unit 16				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information							
Name Steven Craig Scott		Title Member		Phone		Email sigscott@scottcapital.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 4,000	Parking Provided 14 + TOTAL SITE	Parking Required 14	Compliance ☒		Zoning B-2	Approved ☒	
Comments							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler				Date 5-8-2025	



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT
ZONING CERTIFICATION LETTER

December 12, 2024

Craig Scott
Biscuit Ventures Mobile LLC dba Flying Biscuit Cafe
2540 Montgomery Highway
Centreville, AL 35042

RE: 4356 Old Shell Road, Mobile, Alabama.

Dear Mr. Scott,

This is to certify that the above-referenced property is zoned B-3, Community Business Suburban District, as per the recently adopted Unified Development Code (UDC), and as such may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a restaurant is allowed by right in this zoning district.

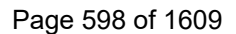
It should be noted that Planning and Zoning has jurisdiction over which zoning districts can sell and serve alcohol, but the final decision to approve alcohol licenses is made by the City Council on a location-by-location basis, after the Planning and Zoning approval, when the alcohol license is presented for Council approval.

Please let me know if I may be of further assistance to you.

Sincerely,

Caldwell C. Whistler
Planner II

Stem Scott 4/23/25





THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT ZONING CERTIFICATION LETTER

CORRECTION LETTER

May 8, 2025

Craig Scott
Biscuit Ventures Mobile LLC dba Flying Biscuit Cafe
2540 Montgomery Highway
Centreville, AL 35042

RE: 4356 Old Shell Road, Mobile, Alabama.

Dear Mr. Scott,

This is to certify that the above-referenced property is zoned **B-2, Neighborhood Business Suburban District**, as per the recently adopted Unified Development Code (UDC), and as such may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a restaurant is allowed by right in this zoning district.

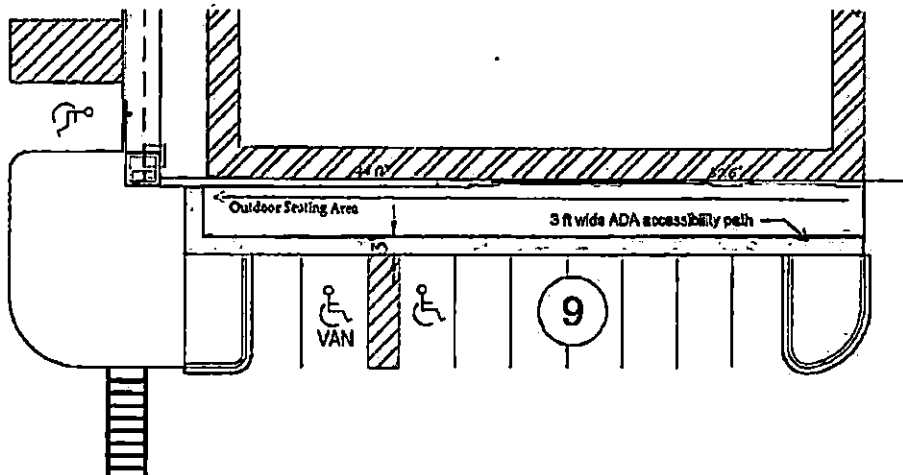
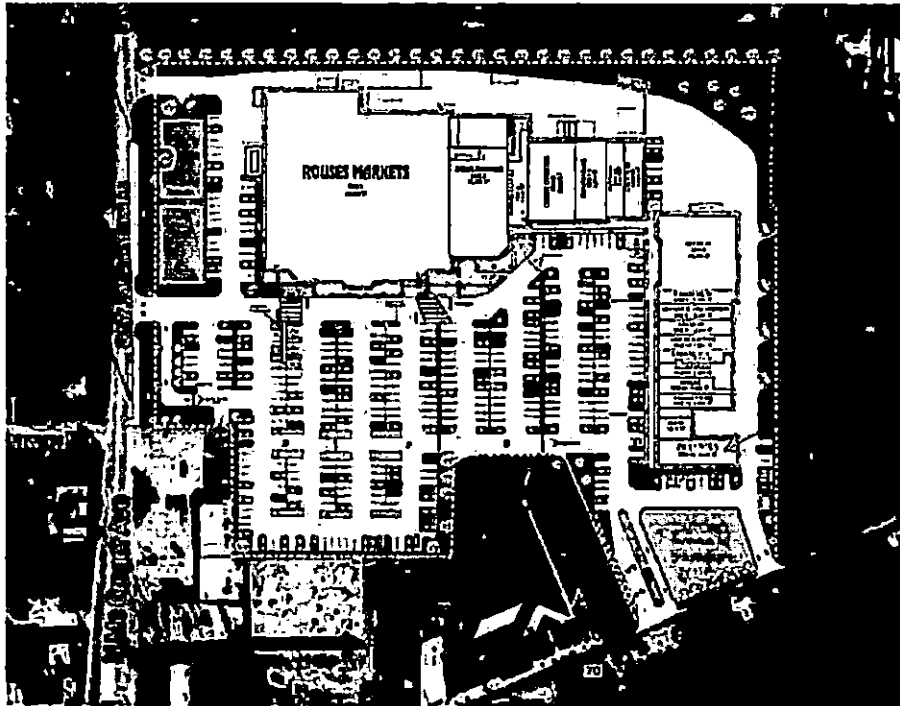
It should be noted that Planning and Zoning has jurisdiction over which zoning districts can sell and serve alcohol, but the final decision to approve alcohol licenses is made by the City Council on a location-by-location basis, after the Planning and Zoning approval, when the alcohol license is presented for Council approval.

Please let me know if I may be of further assistance to you.

Sincerely,

Caldwell C. Whistler
Planner II

EXHIBIT A
DIAGRAM OF THE SHOPPING CENTER AND LOCATION OF THE PREMISES



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: TNN Hospitality, LLC
Location: Monroes
1455 Monroe Street
Mobile, AL 36604

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/25/2025	NEW APPLICATION	2025 - 5725	131376	2	May 13, 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

TNN HOSPITALITY LLC

Trade Name (DBA)

MONROES

Location Address

1455 MONROE STREET

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
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Legal Business Name

TNN HOSPITALITY LLC

Trade Name (DBA)

MONROES

Location Address

1455 MONROE STREET

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: May 12, 2025

Re: Application # 5725 / 1455 Monroe St.

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

The site has a variance (#4565) to allow no off-street parking for a non-conforming restaurant in an R-1 zoning district.

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 5725 DATE 5/20/2025

APPLICANT TNN HOSPITALITY LLC

LOCATION 1455 MONROE 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
04/25/2025	NEW APPLICATION	2025 - 5725	131376	2	May 13, 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

TNN HOSPITALITY LLC

Trade Name (DBA)

MONROES

Location Address

1455 MONROE STREET

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
THERESA A CHAMBLEE	MEMBER	YES		THERESA@GOTBUS.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? 06/01/2025

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 04/25/2025	Application Type NEW APPLICATION	Application Number 2025 - 5725	License Account # 131376	Council District 2	Council Agenda Date May 13, 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 TNN HOSPITALITY LLC			Trade Name (DBA) MONROES		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 12/06/2022	SOS Entity ID 001-052-087	State AL	County MOBILE
Federal Tax ID (FEIN) 88-4361275	Alabama State Sales Tax ID R012453601		Business Phone Number		
Physical Address (Street Address, Suite #) 1455 MONROE STREET			City MOBILE	State AL	Zip Code 36604
Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
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 THERESA M CHAMBLEE	Title MEMBER	POA YES	Phone	Email THERESA@GCTBUS.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 TNN PROPERTIES LLC			Property Owner Phone Number	Property Owner Email NICKCHAMBLEE@GMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,646	Bldg Seating Capacity 55	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

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) CHAMBLEE, NICHOLAS BRENDAN		Title MEMBER	Driver's License (State, Number)		
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) GOUWS, HILDARD NAUD		Title MEMBER	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name HABERDASHER LLC	Business DBA HABERDASHER	Physical Location Address (Street, City, Zip Code) 113 DAUPHIN STREET MOBILE 36602		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) CHAMBLEE, THERESA MARIE		Title MEMBER	Date of Birth	Driver's License (State, Number)	
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					

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)	
CHAMBLEE, THERESA MARIE		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	
989				
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

tc

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.

tc

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.

tc

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.

tc

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.

tc

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.

tc

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.

tc

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

Theresa A Chamblee

Owner/Applicant/POA Signature

Theresa Chamblee

Date of Application Signature

04.25.25

Title of Person Signing this Application

POA

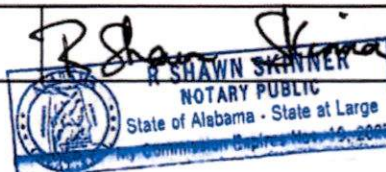
Sworn to and subscribed before me this **25th** day of **April** 20**25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025

CITY OF MOBILE
REVENUE DEPARTMENT

April 25, 2025



MONROES
1455 MONROE STREET
MOBILE, AL 36604 USA
ACCOUNT NUMBER: 131376 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>
2033810	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

04/25/2025 11:13AM KAREN T.
046109-0004

BUSINESS LICENSE

TNN HOSPITALITY LLC
131376
2025 Item: 2033810
ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00
TP CC FEE \$2.50
Total \$52.50

REVENUE CC \$52.50
American Express *****4392
Ref=4dad6e05-6425-43d3-a138-dc9e39b663a0
Auth=881214

Change due \$0.00

Paid by: CHAMBLEE/THERESA



Thank you for your payment

CUSTOMER COPY

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

Tyler Technologies, Inc

Monroe's

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:

TNN HOSPITALITY LLC

dba

MONROES

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

1455 MONROE STREET

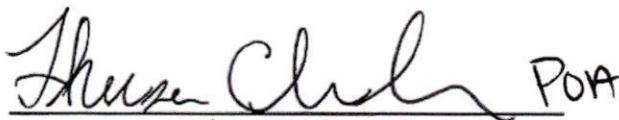
, Mobile, Alabama.

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

May 13, 2025

for application number **2025 - 5725**

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


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



NOTICE!

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

TNN HOSPITALITY LLC

Trade Name (DBA)

MONROES

Location Address

1455 MONROE STREET

Zip Code

36604

Application Number

2025 - 5725

Notice Post Date @ Location

04/25/2025

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

May 13, 2025

Date

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


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417161852473

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: **MONROES** Filing Fee: \$50.00
Applicant: **TNN HOSPITALITY LLC** Transfer Fee:
Location Address: 1455 MONROE ST MOBILE, AL 36604
Mailing Address: 1455 MONROE ST MOBILE, AL 36604
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 001-052-087
Do you sell Draft Beer?:
Date Incorporated: 12/06/2022 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 12/06/2022
Federal Tax ID: 88-4361275 Alabama State Sales Tax ID: R012453601

Name:	Title:	Date and Place of Birth:	Residence Address:
THERESA MARIE CHAMBLEE	MEMBER		
NICHOLAS BRENDEN CHAMBLEE	MEMBER		
HILDARD NATALIE GOUWS	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: THERESA CHAMBLEE
Business Phone:
Fax:

Home Phone:
Cell Phone:
E-mail: THERESA@GOTBUS.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: 20250417161852473

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **TNN PROPERTIES LLC 251-753-2798**

What is lessors primary business? **PROPERTY MANAGEMENT**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **2646** Display Square Footage:

Building seating capacity: **55** Does Licensed premises include a patio area? **YES**

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)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417161852473

Initial each

☐ TC
☐ TC

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

☐ TC

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

☐ TC

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.

☐ TC

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.

☐ TC

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.

☐ TC

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

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

☐ TC

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): Theresa Chamberlee

Signature of Applicant: Theresa Chamberlee

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250417161852473



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

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: HABERDASHER BAR

Is the lessor involved in any way with the alcohol beverage business?:

HABADASHER BAR

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

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Nicholas Chamblee
Full Name of Principal

_____, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Theresa Chamblee
Full Name

of _____
Address

as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

Act as the registered agent for both
TNN Properties LLC and TNA Hospitality LLC

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 14th day of April, 2025.

[Signature]
Principal's Signature

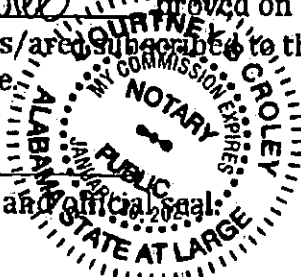
State of Alabama _____)

§

Parish of _____)

On this 15th day of April, in the year 2025, before me
Courtney Croley, a notary public, personally appeared
Nick Chamblee, who proved on the basis of satisfactory evidence to be the person(s)
whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they)
executed the same.

Witness my hand and official seal:



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:

TNN Hospitality 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): Nicholas Chamblee

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State.

001-052-087 DLL

Date 12/06/2022

Time 12:09:00

File \$100.00

County \$100.00

Total \$200.00

Additional Details

Organizers		
Organizer	Street Address	Mailing Address
Nicholas Chamblee		

John H. Merrill
Secretary of State

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

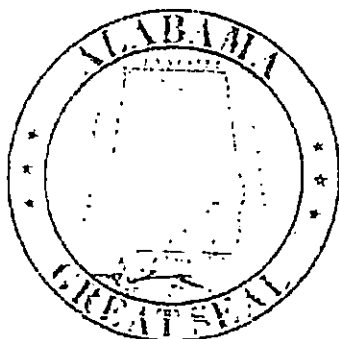
STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

TNN Hospitality LLC

This name reservation is for the exclusive use of Nicholas Chamblee, 256 S. Broad
St., Mobile, AL 36603 for a period of one year beginning December 06, 2022 and
expiring December 06, 2023



RES060257

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

December 06, 2022

Date

J. H. Merrill

John H. Merrill

Secretary of State

Date of this notice: 12-06-2022

Employer Identification Number:
88-4361275

Form: SS-4

Number of this notice: CP 575 B

TNN HOSPITALITY LLC
NICHOLAS CHAMBLEE MBR
1455 MONROE ST
MOBILE, AL 36604

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4361275. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

TNN HOSPITALITY LLC
256 S BROAD ST
MOBILE, AL 36603-1127

ACCOUNT TYPE	ACCOUNT NUMBER	ISSUANCE DATE	EXPIRATION DATE
SLS	R012453801	05/5/2025	12/31/2025

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

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

MAJOR CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE
David Coleman
DAVID COLEMAN



MOBILE FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE 71

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of 10 days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME: <u>Monroe's</u>										OWNER OR MANAGER NAME: <u>INN Hospitality, LLC</u>									
ADDRESS: <u>1455 Monroe Street, Mobile, AL</u>										ZIP CODE: <u>36606</u>									
PERMIT NUMBER		MONTH		DAY		YEAR		TIME IN		TIME OUT		TYPE OF INSPECTION							
048567		03		25		2025		1030		1050		☒ 1. REGULAR ☐ 2. SPECIAL				☐ 3. TEMPORARY ☐ 4. CLOSE-OUT			
GRID		INSP #		PRIORITY CATEGORY		PERMITTED		SMOKE FREE		GREASE TRAP LID SECURE		LEGAL NOTICE		NO. OF P/PF ITEMS					
		83		3		☒ YES ☐ NO		☒ YES ☐ NO		☒ YES ☐ NO ☐ N/A		☐ YES ☒ NO		☒					

MANAGEMENT AND PERSONNEL

1*	Personnel with Infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card <u>OK</u>	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5*	Safe; Sources; Not adulterated; Food separated, protected from contamination. Testing. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets requirements during receiving, cooling, hot holding, cooling. Prepackaged eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition, Segregation, Handling. Receiving frozen foods. Date marking. Required documentation: SOP, variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/dice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment: food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test paper. <u>OK</u>	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice). Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water: pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices, toilet tissue.	4
28*	Plumbing: fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
29	Refuse, recyclables, and returnables. Outdoor/Indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items harborage.	1
34*	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics: indoor, outdoor, maintained. Cleaning frequency, dusting methods. Absorbent floor materials properly used.	2
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living/sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Medicines; First aid materials; stored, labeled, used. Other personal care items: stored, labeled, used. Poisonous or toxic materials: stored, labeled, used.	5
-----	---	---

INSPECTED BY:

Name: Al Davis

RECEIVED BY:

Name: James Clark

Title: Owner

REMARKS

* OK for business license and to operate

MOBILE COUNTY HEALTH DEPARTMENT



Food Permit

NUMBER 048567

Monroe's
1455 Monroe Street
Mobile AL 36604

AS MAINTAINED AND OPERATED BY

TNN Hospitality LLC

IS HEREBY PERMITTED FOR 2024 - 2025 OPERATING YEAR

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE HEALTH DEPARTMENT HAS DETERMINED REASONABLE COMPLIANCE WITH THE APPLICABLE ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES PURSUANT TO ALABAMA LAW. THIS PERMIT IS NOT TRANSFERABLE AND IS VALID UNTIL THE EXPIRATION DATE UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED IN THE PREMISES FOR WHICH ISSUED.

Mobile County Health Department

KEVIN PHILIP MICHAELS, MD, MPH, FACOEM
Health Officer

DATE ISSUED 3/25/2025

EXPIRATION DATE 9/30/2025

**Community Risk Reduction Division
Mobile Fire Rescue Department**

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484



**Inspections Performed by the Community Risk Reduction Division of
Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued**

Occupant Name:	TNN Hospitality (DBA Monroes)	Inspection Date:	4/23/2025
Address:	1455 MONROE Street	Inspection Type:	Life Safety
City:	Mobile	Inspected By:	Tony Sessions
Suite:			
Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.2 - Extinguishers - annual certification.
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 1.1)

If you have any questions, please contact our office.

Inspector:

Tony Sessions
29175
4/23/2025
Tony Sessions
4/23/2025



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☒ Owned ☒ Leased to/by TNN Properties LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location. Leased to TNN Hospitality LLC

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that 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 24 day of April 20 25

Notary Printed Name <u>Courtney Croley</u>	Notary Signature <u>C Croley</u>	My (Notary) Commission Expires <u>1-20-2027</u>
---	-------------------------------------	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



TNN Properties LLC

Owner of Property (Signature)

Theresa Chumblee

Street Address

1455 Monroe St

City, State, Zip

Mobile, AL 36604

Date Agreement Signed

4/24/25

Theresa Chumblee

Applicant Name (Signature)

Theresa Chumblee

Street Address

Date Agreement Signed

4/24/25



Planning & Zoning Department

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

PERMIT NUMBER

ZC-153059-2025

Issue Date: 04/14/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910223002047.	1455 Monroe St	

Business Name	Issued To	Zoning Districts
Monroe's	Name: Theresa Chamblee Company: Monroe's Address: 1455 Monroe Street Mobile, AL 36604 Phone: ((251) 1) -751-9453	R-1

This Zoning Classification Allows the property to be used for:

Bar

Conditions of Use

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

Issued By: Payton Rogers

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

Telephone: 251.208.5895

Fax: 251.208.5896

Mobile County Property Search

Key Number: 905514 For Year 2025

Property Details

Account

Key Number: 905514

Legal Description: LOT 20A TUTTLE ADDITION SQUARE 6 RESUBDIVISION OF LOT 20 MBK133/42
#SEC 22 T4S R1W #MP29 10 22 3 002

Parcel Number: 2910223002047XXX

Type: Real

Property Class: 2

Location

Address: 1455 MONROE ST MOBILE, AL 36604-1942

Owner

Name: TNN PROPERTIES LLC

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$245,900

Land Value: \$15,300

Appraised Value: \$261,200

Taxable Value: \$261,200

Assessed Value: \$52,240

VALUES DISPLAYED ARE 2025 VALUES.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 17th day of March, 2024

BETWEEN:

TNN Properties LLC of 256 S Broad St, Mobile, AL 36603, USA

Telephor

(the "Landlord")

OF THE FIRST PART

- AND -

TNN Hospitality LLC of 1455 Monroe St, Mobile, AL 36604, USA

Telephone: (251) 895-7209

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1455 Monroe Street, Mobile, AL 36604, reduced by the landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage,

defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
50. Time is of the essence in this Lease.
51. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 17th day of March, 2025.

Naude Gouws

Theresa Chamblee

Nick Chamblee

(Witness)

Theresa Chamblee

Nick Chamblee

Naude Gouws

(Witness)

TNN Properties LLC (Landlord)

Per: Nick Chamblee (SEAL)

Theresa Chamblee

Naude Gouws

TNN Hospitality LLC (Tenant)

Per: Naude Gouws (SEAL)

Theresa Chamblee

Nick Chamblee

ATC17037A

STATE OF ALABAMA

COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that MCNAIR HISTORIC PROPERTIES, LLC, an Alabama limited liability company, hereinafter called the GRANTOR, for and in consideration of the sum of THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00) and other good and valuable considerations hereby acknowledged to have been paid to the said GRANTOR by TNN PROPERTIES, LLC, an Alabama limited liability company, hereinafter called the GRANTEE, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, subject to the provisions hereinafter contained, all that real property in said County, State of Alabama, described as follows to-wit:

Lot 20A, resubdivision of Lot 20, Square 6 Tuttle Addition, as per plat recorded in Deed Book 82, Pages 56-57 of the Probate Court Records of Mobile County, Alabama.

Property address: 1455 Monroe Street, Mobile, AL 36604

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said GRANTEE and to the successors and assigns of said GRANTEE, in fee simple, FOREVER. GRANTOR makes no warranty or covenant respecting the nature or quality of the title to the property hereby conveyed except the following: GRANTOR does hereby specifically warranty the title to said property against the lawful claims of all persons claiming by, through, or under the GRANTOR, since the date of acquisition thereof by the GRANTOR.

IN WITNESS WHEREOF, the said GRANTOR, through its authorized authority, has hereunto set its hand and seal on this the 2 day of November, 2022.

MCNAIR HISTORIC PROPERTIES, LLC,
An Alabama limited liability company

By: [Signature]

M. STEPHEN McNAIR, JR.

Its: Manager

STATE OF ALABAMA

COUNTY OF Jefferson

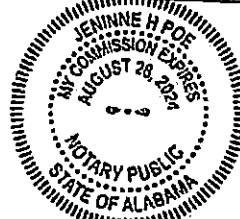
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared M. STEPHEN McNAIR, JR., as the Manager of MCNAIR HISTORIC PROPERTIES, LLC, An Alabama limited liability company, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, he executed the same voluntarily and with full power and authority to act on behalf of said corporation on the day the same bears date.

GIVEN, under my hand and seal this 2nd day of Nov, 2022.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8-28-24

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800



Grantor's Mailing Address:

Grantee's Mailing Address:

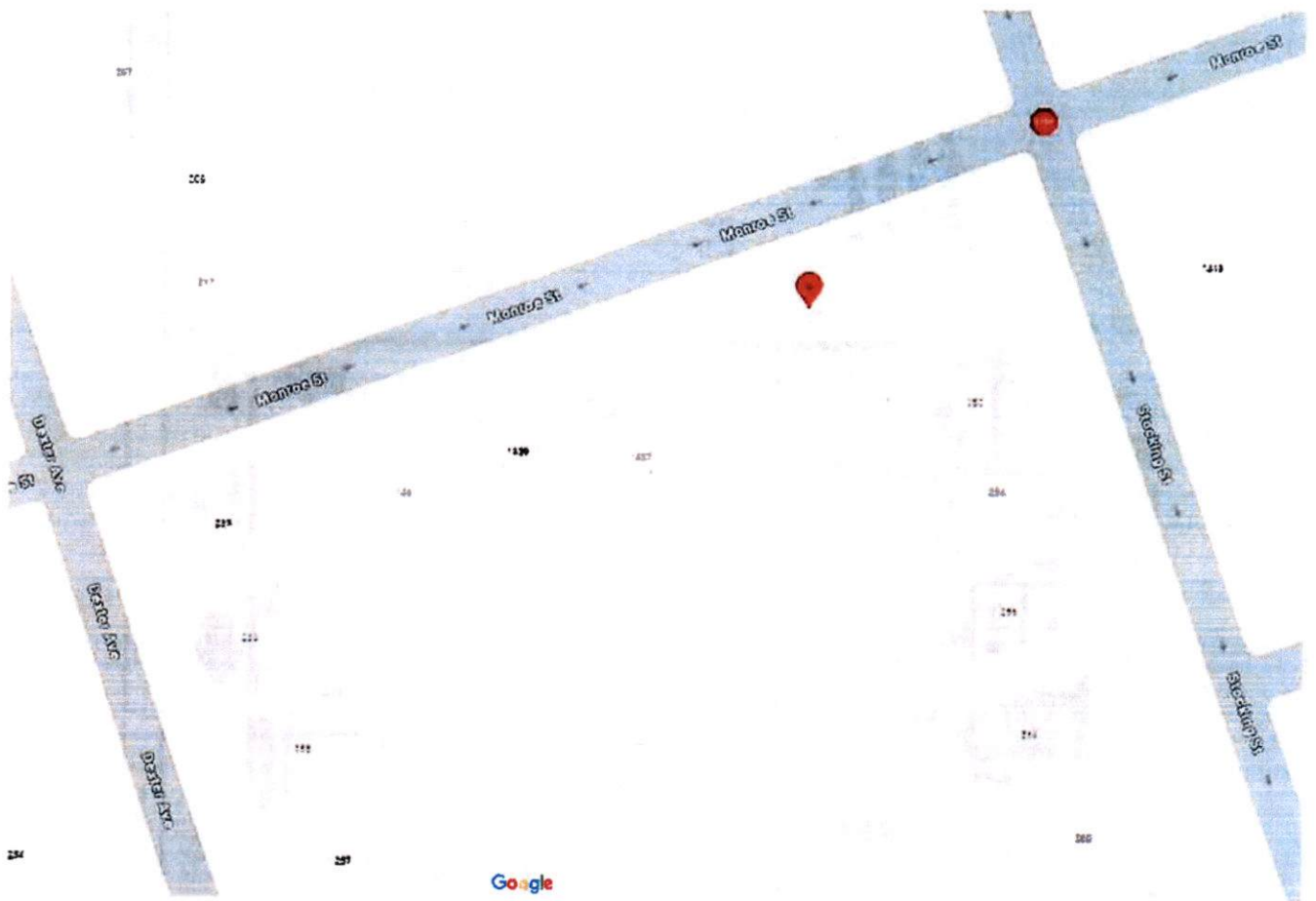


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

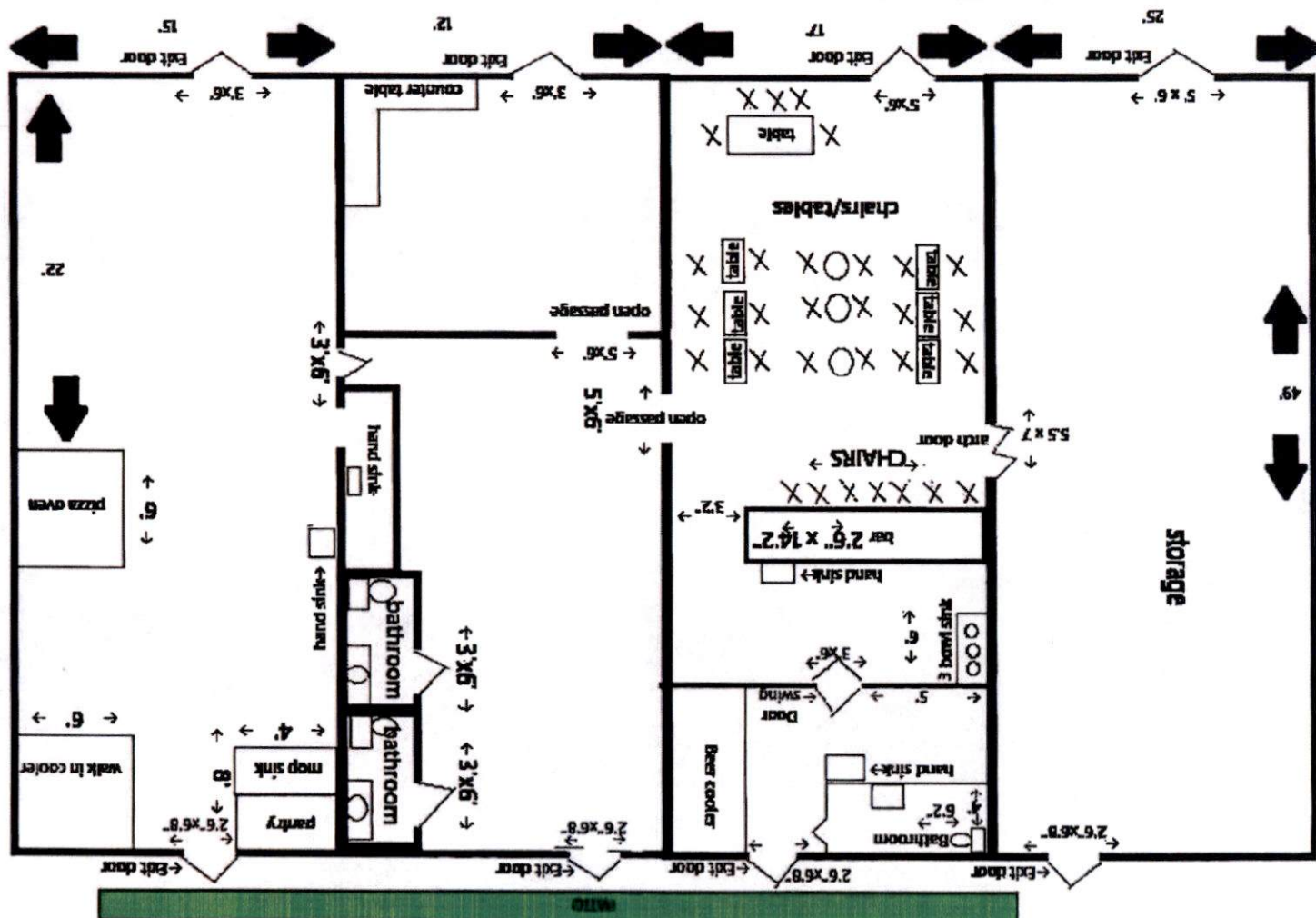
Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☐ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☐ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
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 TNN Hospitality LLC		Trade Name (DBA) Monroe's	
Company Physical Address (Street Address, Suite #) 1455 Monroe St.		City Mobile	State AL
Zip Code 36604			
Business Contact Person Information			
Name Theresa Chamberlee	Title Owner	Phone 251-333-1234	Email thersa@getbus.com
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 2646	Parking Provided N/A	Parking Required 9	Compliance ✓
Zoning R-1		Approved ✓	
Comments USE AND NON-COMPLIANT PARKING APPROVED BY VARIANCE.			
Print Name CALDWELL C. WHISTLER	Signature Caldwell C. Whistler		Date 4-22-2025







MONROE STREET



Shua Chai

TNN Hospitality LLC
DBA: Monroe's
1455 Monroe St.
Mobile, AL 36604
4/21/25



Planning & Zoning Department

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

PERMIT NUMBER

ZC-153059-2025

Issue Date: 04/14/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910223002047.	1455 Monroe St	

Business Name	Issued To	Zoning Districts
Monroe's	Name: Theresa Chamblee Company: Monroe's Address: 1455 Monroe Street Mobile, AL 36604 Phone: ((25) 1) -751-9453	R-1

This Zoning Classification Allows the property to be used for:

Bar

Conditions of Use

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

Issued By: Payton Rogers

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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: Retail Beer/Table Wine (Off Premises Only)
Liquor License

Submitted by: SBBT, LLC

Location: Southern Bama Bait and Tackle
4012 Dauphin Island Parkway
Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/02/2025	TRANSFER - OWNERSHIP	2025 - 5729	131529	3	May 20, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SBBT LLC

Trade Name (DBA)

SOUTHERN BAMA BAIT AND TACKLE

Location Address

4012 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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CITY CLERK

LISA C. LAMBERT

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**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,

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License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SBBT LLC

Trade Name (DBA)

SOUTHERN BAMA BAIT AND TACKLE

Location Address

4012 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

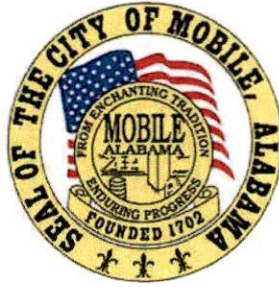
Comments

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
05/02/2025	TRANSFER - OWNERSHIP	2025 - 5729	131529	3	May 20, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SBBT LLC

Trade Name (DBA)

SOUTHERN BAMA BAIT AND TACKLE

Location Address

4012 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____

Date _____

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: May 12, 2025

Re: Application # 5729 / 4012 Dauphin Island Pkwy.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5729 DATE 5/20/2025

APPLICANT SBBT LLC

LOCATION 4012 DAUPHIN ISLAND PWKY

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
05/02/2025	TRANSFER - OWNERSHIP	2025 - 5729	131529	3	May 20, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SBBT LLC

Trade Name (DBA)

SOUTHERN BAMA BAIT AND TACKLE

Location Address

4012 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
LEO SMITH				BM@PROPERTYMANAGEMENTNYC.COM

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

What is/was the start date of this business?

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 05/02/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5729	License Account # 131529	Council District 3	Council Agenda Date May 20, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name SBBT LLC			Trade Name (DBA) SOUTHERN BAMA BAIT AND TACKLE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 01/15/2025	SOS Entity ID 001-170-803	State AL	County MOBILE
Federal Tax ID (FEIN) 33-2897616	Alabama State Sales Tax ID R012505580		Business Phone Number		
Physical Address (Street Address, Suite #) 4012 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name LEO SMITH	Title	POA	Phone	Email BM@PROPERTYMANAGEMENTNYC.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SOUTHERN BAMA BAIT AND TACKLE INC			Trade Name (DBA) SOUTHERN BAMA BAIT AND TACKLE		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 010321049	Any ABC Pending Actions NO		
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 4012 DAUPHIN LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,943	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

Notary
POA

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) KOTHARI, EKTA		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth 3	Place of Birth (City, State, Nation) A	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) N/A		Title		Driver's License (State, Number)	
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)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) PATEL, KAMLESHKU A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number (201) 442-0010
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					

[Signature] POA.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

POA [Signature] 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.

POA [Signature] 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.

POA [Signature] 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.

POA [Signature] 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.

POA [Signature] 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.

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

Owner/Applicant/POA Printed Name

Date of Application Signature

KAMLESH PATEL

02/05/25

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature] POA

POA

Sworn to and subscribed before me this **2nd** day of **May** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

November 19 2025



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:

SBBT LLC

dba

SOUTHERN BAMA BAIT AND TACKLE

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

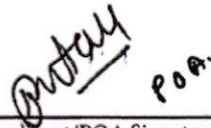
for the premises located at

4012 DAUPHIN ISLAND PKWY

, 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 **May 20, 2025** for application number **2025 - 5729**

- 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SBBT LLC

Trade Name (DBA)

SOUTHERN BAMA BAIT AND TACKLE

Location Address

4012 DAUPHIN ISLAND PKWY

Zip Code

36605

Application Number

2025 - 5729

Notice Post Date @ Location

05/02/2025

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

May 20, 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


Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20250423102857712



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SOUTHERN BAMA BAIT AND TACKLE INC
 Address: 4012 DAUPHIN ISLAND PKWY
 MOBILE, AL 36605
 Telephone: 251-471-4939

NEW APPLICANT:
SBBT LLC
 Address: _____
 Telephone: 929-472-2943

Current License No: 050-010321049
 070-010321049

LICENSED PREMISES ADDRESS: 4012 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

Suryadi Gopaul
SURYADI GOPAUL
 Notary Public, State of New York
 Reg. No. 01604677284
 Qualified In New York County
 Commission Expires November 17, 2027

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 25th day of April, 2025

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Bhavesh S Patel
 Print Name: **Bhavesh S Patel**
 Title: **Member**

Print Name: _____
 Title: _____

WITNESS: (By ABC Enforcement) _____
 Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250423102857712



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SOUTHERN BAMA BAIT AND TACKLE INC
Address: 4012 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: 251-471-4939

NEW APPLICANT:
SBBT LLC
Address: _____
Telephone: _____

Current License No: 050-010321049
070-010321049

LICENSED PREMISES ADDRESS: 4012 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 25th day of April, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: _____
Title: _____

Print Name: Ekta Kothari
Title: Member

WITNESS: (By ABC Enforcement) _____
Revised 9/08

Surajdai Gopaul
SURAJDAI GOPAUL
Notary Public, State of New York
Reg. No: 0160487284
Qualified in New York County
Commission Expires November 17, 2027



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250423102857712

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **SOUTHERN BAMA BAIT AND TACKLE** Filing Fee:

Applicant: **SBBT LLC** Transfer Fee: \$100.00

Location Address: 4012 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address:

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: LLC

Book, Page, or Document info: 001-170-803

Do you sell Draft Beer?:

Date Incorporated: 01/15/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 01/15/2025

Federal Tax ID: 33-2897616

Alabama State Sales Tax ID: R012505580

Name:	Title:	Date and Place of Birth:	Residence Address:
EKTA KOTHARI	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: LEO SMITH

Business Phone: 929-472-2943

Fax:

Home Phone:

Cell Phone:

E-mail: BM@PROPERTYMANAGEMENTNYC.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: SOUTHERN BAMA BAIT AND TACKLE

Applicant: SOUTHERN BAMA BAIT AND TACKLE INC

Previous License Number(s)

License 1: 050-010321049

License 2: 070-010321049



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250423102857712

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: 4012 DAUPHIN LLC 646-927-1278
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? YES

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2943 Display Square Footage:
Building seating capacity: 0 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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250423102857712



Initial each

☐ EK
☐ EK

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

☐ EK

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.

☒ XX

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

☐ EK

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

☐ EK

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.

☐ EK

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises.

The undersigned hereby understands that he or she violates any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ EK

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): Ekta Kothari

Signature of Applicant:

Notary Name (print):

Notary Signature:

Surajdai Gopaul

Surajdai Gopaul

Commission expires:

Surajdai Gopaul
Notary Public, State of New York
Reg. No. 01804677294
Qualified in New York County
Commission Expires November 4, 2027

11/07/2027

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250423102857712

Private Clubs / Special Retail / or Special Events 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:

Other Explanations

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

SBBT LLC

Direct/WhatsApp: +1 (646) 992-8471 / +1 (646) 860-9082 / +1 (929) 472-2943

Email: BM@propertymanagementnyc.co

20 West, 47th Street, Suite 601, | New York, 10036

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Ekta Kothari, Managing Member of SBBT LLC, a limited liability company organized and existing under the laws of the state of Alabama, with its principal place of business located at 20 W, 47 St, Suite 601, New York, NY 10036, do hereby constitute and appoint Kamlesh Patel as my true and lawful Attorney-in-Fact, with full power and authority to act on behalf of SBBT LLC in the absence of Ekta Kothari, as follows:

Authorization:

Kamlesh Patel is hereby authorized to act as an authorized representative of SBBT LLC in all matters concerning the business, management, and operations of the company.

Powers Granted:

Kamlesh Patel shall have the power and authority to take any and all necessary actions in connection with the management and operation of the company, including:

Signing documents, agreements, and contracts on behalf of SBBT LLC.

Making decisions related to financial matters, business negotiations, and transactions.

Managing business operations and overseeing day-to-day functions in the absence of Ekta Kothari.

Representing the company in interactions with third parties, including governmental agencies, financial institutions, and other entities.

Duration:

This Power of Attorney shall remain in full force and effect until revoked in writing by Ekta Kothari, or until the expiration of the term of this authorization, whichever comes first.

Revocation of Prior Powers:

This Power of Attorney supersedes any prior powers of attorney, written or oral, given by Ekta Kothari relating to the business of SBBT LLC.

No Liability:

Kamlesh Patel shall not be held personally liable for any acts or omissions performed under the authority granted in this Power of Attorney, provided such actions are in good faith and for the benefit of SBBT LLC.

IN WITNESS WHEREOF, I, Ekta Kothari, have executed this Power of Attorney on Jan-20- 2025.

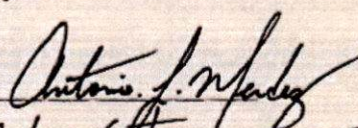
Ekta Kothari



Managing Member, SBBT LLC

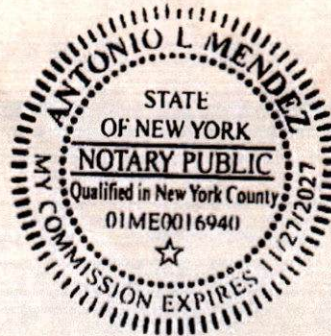
Witnessed by:

Signature:



Date:

20th day of January 2025



ANTONIO L MENDEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME0016940
Qualified in New York County
Commission Expires November 27, 2027

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:

SBBT 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): Incorporating Services, Ltd.

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

-

***COUNTY** of above address:

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	
001-170-803	DLL
Date	01/15/2025
Time	16:03:00
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 1 / 15 / 2025 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 04 : 03 ☐ 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).

1 / 15 / 2025
Date (MM/DD/YYYY)

Danielle Driscoll

Signature as required by 10A-5A-2.04

Authorized Person

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Accumera LLC		

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:

SBBT LLC

This name reservation is for the exclusive use of Accumera LLC, 911 Central
Ave., #101, Albany, NY 12206 for a period of one year beginning January 15,
2025 and expiring January 15, 2026



RES196446

**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.**

January 15, 2025

Date

A handwritten signature in black ink, appearing to read "Wes Allen". The signature is written in a cursive style with a long horizontal stroke at the end.

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-16-2025

Employer Identification Number:
33-2897616

Form: SS-4

Number of this notice: CP 575 A

SBBT LLC
EKTA KOTHARI SOLE MBR
NEW YORK, NY 10036

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2897616. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2025
Form 940	01/31/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SBBT LLC
4012 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-9701

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012505580	02/3/2025	12/31/2025

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

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

NAICS CODE: 446320

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Darick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L0063527904

SBBT LLC
20 W 47TH ST STE 601
NEW YORK, NY 10036-3768



MOBILE COUNTY HEALTH DEPARTMENT

FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

ALABAMA DEPARTMENT OF PUBLIC HEALTH (205) 890-4118

SCORE

93

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in this inspection report. This report constitutes an official notice to comply with Chapter 420-9-22 of the Alabama Rules within a period of 15 days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME SBBT LLC										OWNER OR MANAGER NAME SBBT LLC											
ADDRESS 4012 Dauphin Island Pkwy										Mobile, AL										ZIP CODE 36605	
PERMIT NUMBER				MONTH		DAY		YEAR		TIME IN		TIME OUT		TYPE OF INSPECTION							
038608				02		07		2025		12:10		1:00		01. REGULAR			03. TEMPORARY				
0912				82		PRIORITY CATEGORY		PERMITTED		SMOKE FREE		GREASE TRAP LID SECURE		LEGAL NOTICE			NO. OF P/PF ITEMS				
0912				82				YES NO		YES		YES NO N/A		YES NO							

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5*	Safe; Source; Not adulterated; Food separated, protected from contamination. Tasting. Returned, reserve of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition. Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning. Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, inoperable registering temperature indicator, and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system: approved; Flushed.	5
26*	Cross connection: backflow; siphonage; Backflow.	5
27	Water: pressure, quality, sampling. Alternative water supply. Handwashing facilities: number, location, accessible. Soap, towels/drying devices. Toilet tissue.	4
28	Drinking fountains: clean, designed, operated, maintained. Service sink provided. Handwashing signage. Restrooms constructed. Toilets: number, location. Other: properly disposed.	1
29	Refuse, recyclables and returnables. Outdoor/indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	1
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic trapping powder.	1
33	Maintaining premises: free of litter and unnecessary items, hoarding.	1
34	Floors, walls, ceilings: attached, finished, smooth, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	1
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living/sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5
-----	---	---

INSPECTED BY:

Name: **J. Dawson**

RECEIVED BY:

Name: **Jimmit**

Title:

REMARKS

17 drinks must be stored off floor in well in cases
18 clean sockets in back on counter! as big as floor
25. Remove items/cans out of prep sink
33. more cardboard, trash and other items around dumpster
34. replace missing utensils filter throughout
37. brown paper dustbins must be stored off floor



Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and
Rescue Department are Valid 365 Days from the Date Issued

Occupant Name: SOUTHERN BAMA BAIT & TACKLE
Address: 4012 DAUPHIN ISLAND Parkway
City: Mobile
Suite:
Inspection Date: 5/5/2025
Inspection Type: Life Safety
Inspected By: Wesley Foster

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use.
Pass		IFC 2021 SECTION 703 PENETRATIONS	703.1 - All fire rated construction maintained per the fire code. (see photo 2.1)
Inspector Comments: Note - 2 tiles need to be replaced in ceiling.			
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 3.1)
Inspector Comments: Fire extinguishers need to be mounted and visible.			
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.
Pass		IFC 2021 SECTION 5303 GENERAL REQUIREMENTS	5303.5.3 - Securing compressed gas containers, cylinders and tanks. (see photo 4.1)
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required. (see photo 5.1)

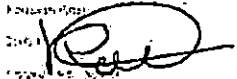
Inspector Comments: No-Deficiency listed in report. Inspector Foster 251-485-3030

Inspection cleared.

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

Company

Representative:

Signature

Signature valid only in mobile-eye documents

Kamlesh Patel
5/5/2025

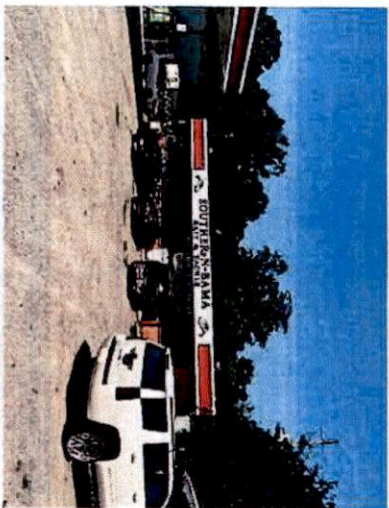
Inspector:

Signature

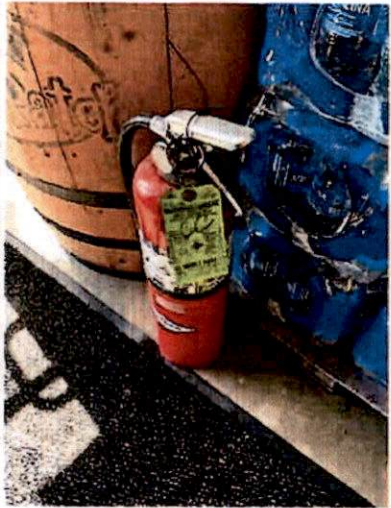
Signature valid only in mobile-eye documents

Wesley Foster
5/5/2025

1.1 -
505.1.



3.1 -
906.1.

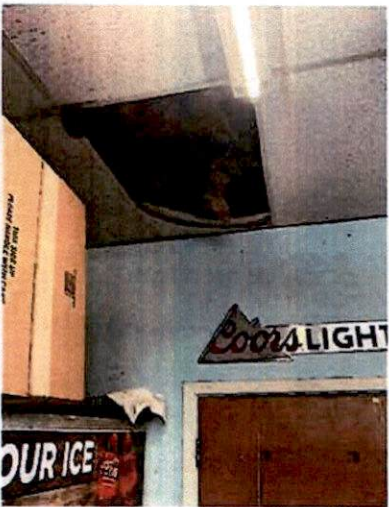


5.1 -
1008.2.

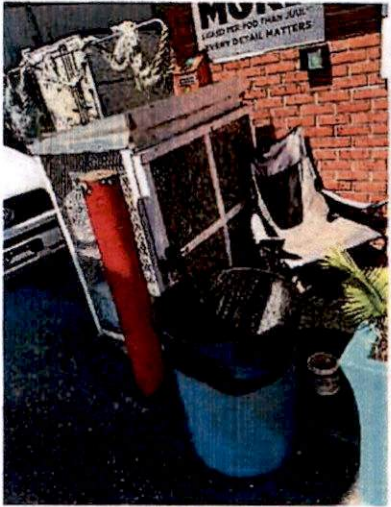


Ref: 29324

2.1 -
703.1.



4.1 -
5303.5.3.





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type LLC

Company Name 4012 Dauphin LLC

The above described property is ☒ Owned ☐ Leased to/by Ekta Kothari

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 29th day of April 20 25

Notary Printed Name <u>Surujdai Gopaul</u>	Notary Signature <u>Surujdai Gopaul</u>	My (Notary) Commission Expires <u>11/17/2027</u>
---	--	---

Notary Stamp

SURUJDAI GOPAUL
Notary Public, State of New York
Reg. No. 01GO4877294
Qualified in New York County
Commission Expires November 17, 2027

Owner of Property (Print Name) Ekta Kothari

Applicant Name (Print Name) Ekta Kothari

Owner of Property (Signature) [Signature]

Applicant Name (Signature) [Signature]

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

Mobile County Property Search

Key Number: 1039977 For Year 2025

Property Details

Account

Key Number: 1039977

Legal Description: LOT 30 BLK D FIRST ADDN TO DOG RIVER PARK MBK 5/50 #SEC 40 T5S R1W
#MP32 11 40 0 001

Parcel Number: 3211400001045XXX

Type: Real

Property Class: 2

Location

Address: 4012 DAUPHIN ISLAND PKWY MOBILE, AL 36605-9701

Owner

Name: NILPRAKASH PROPERTY MANAGEMENT LLC

Mailing Address: 4012 DAUPHIN ISLAND PKWY

MOBILE , AL 36605-9701

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$305,300

Land Value: \$35,700

Appraised Value: \$341,000

Taxable Value: \$341,000

Assessed Value: \$68,200

VALUES DISPLAYED ARE 2025 VALUES.

ALABAMA LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made as of this January 15th, 2025 by and between 4012 Dauphin LLC ("Landlord") and SBBT LLC("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises leased is commercial store located at 4012 Dauphin Island Pkwy, Mobile, AL 36605, USA (the "Premises").

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agree to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on January 15th, 2025 and ending on January 14th, 2026 (the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of \$4,200.00/- for the Term. Rent will be payable in advance and due on the First day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly instalment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: and will be payable in U.S. Dollars.

5. Late Fee. Rent paid after the First day of each month will be deemed as late; and if rent is not paid within Seven days after such due date, Tenant agrees to pay a late charge of 5% of the monthly rent.

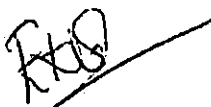
6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Utilities. Tenant is responsible for payment of all utility (Electricity & Gas) and other services for the Premises.

8. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$8,400/- to Landlord (Security Voucher Provided to Landlord). The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within Nil days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

45. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.



01/15/2025
Landlord Signature

4012 Dauphin LLC
Landlord Full Name



01/15/2025
Tenant Signature

SBBT LLC
Tenant Full Name

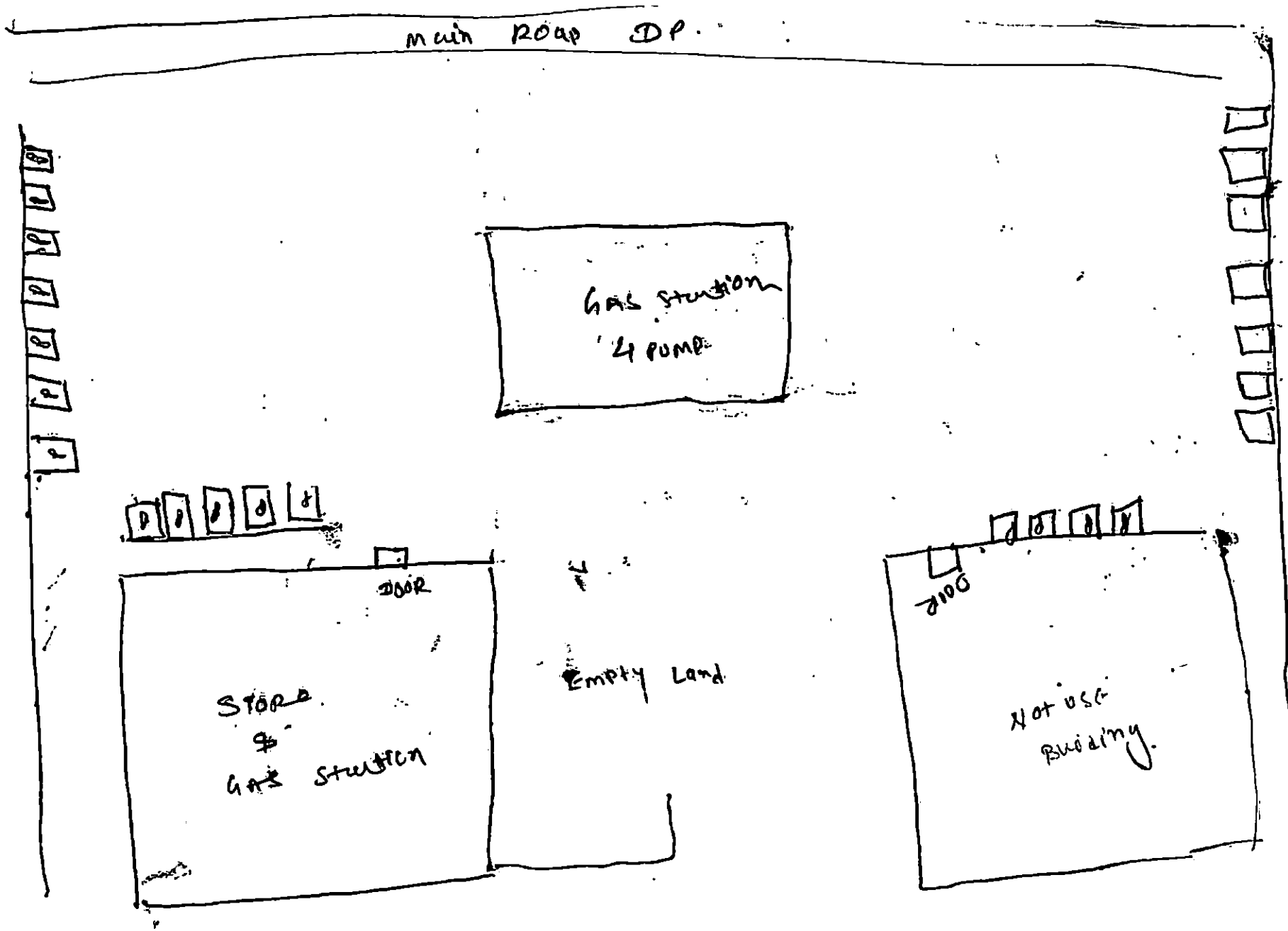


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	<u>Application Type</u> ☐ New Business ☒ New Owner ☐ Location Change	<u>Transfer - License?</u> No ☐ Yes ☒ <u>Relocation Date</u> -	<u>Description/Type</u> ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> 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			
<u>Legal Business Name</u> SBBT LLC		<u>Trade Name (DBA)</u> Southern Bama Bait and Tackle	
<u>Company Physical Address (Street Address, Suite #)</u> 4012 DAUPHIN ISLAND PKWY		<u>City</u> Mobile	<u>State</u> AL
<u>Zip Code</u> 36605			
<u>Business Contact Person Information</u>			
<u>Name</u> Leo Smith	<u>Title</u>	<u>Phone</u>	<u>Email</u> 3H@PROPERTYMANAGEMENT NK.COM
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
<u>Building Sq Footage</u> 2943	<u>Parking Provided</u> 10	<u>Parking Required</u> 10	<u>Compliance</u> ☒
<u>Zoning</u> B-3		<u>Approved</u> ☒	
<u>Comments</u> EXISTING CONVENIENCE STORE			
<u>Print Name</u> CALDWELL & WHISTLER	<u>Signature</u> Caldwell C. Whistler		<u>Date</u> 5-12-2025





Planning & Zoning Department

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

PERMIT NUMBER

ZC-154139-2025

Issue Date: 05/02/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023211400001045.	4012 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
SBBT dba SOUTHERN BAIT AND TACKLE	Name: LEO SMITH Company: SBBT dba SOUTHERN BAIT AND TACKLE Address: 4012 Dauphin Island Pkwy MOBILE, AL 36605 Phone:	B-3

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE WITH FUEL SALES

Conditions of Use

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

Issued By: Caldwell Whistler

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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

Type of application: Lounge Retail Liquor Class II (Package) License
Submitted by: Keubers Cellar, LLC
Location: Maddogs Party Stop
4055 Cottage Hill Road
Suite 101 D
Mobile, AL 36609

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/30/2025	TRANSFER - OWNERSHIP	2025 - 5727	131511	4	May 20, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

KEUBERS CELLAR LLC

Trade Name (DBA)

MADDOGS PARTY STOP

Location Address

4055 COTTAGE HILL ROAD STE 101 D

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

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CITY CLERK

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Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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**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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

KEUBERS CELLAR LLC

Trade Name (DBA)

MADDOGS PARTY STOP

Location Address

4055 COTTAGE HILL ROAD STE 101 D

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: May 12, 2025

Re: Application # 5727 / 4055 Cottage Hill Rd. Ste. 101D

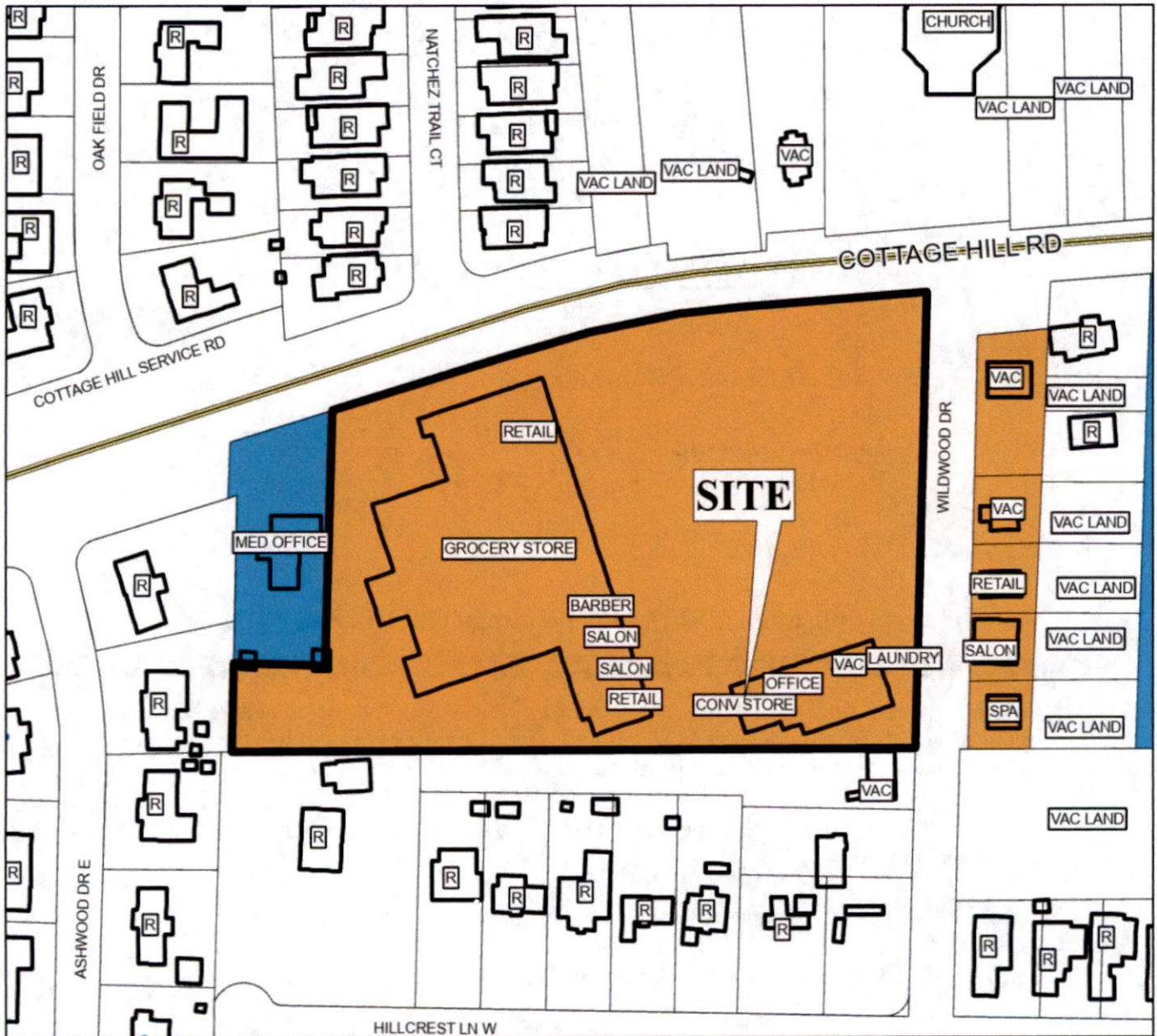
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5727 DATE 5/20/2025

APPLICANT KEUBERS CELLAR LLC

LOCATION 4055 COTTAGE HILL RD STE 101 D

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
04/30/2025	TRANSFER - OWNERSHIP	2025 - 5727	131511	4	May 20, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

KEUBERS CELLAR LLC

Trade Name (DBA)

MADDOGS PARTY STOP

Location Address

4055 COTTAGE HILL ROAD STE 101 D

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
SUSHIL LAMA	OWNER	NO		MADDOGS2025@GMAIL.COM

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

What is/was the start date of this business? 04/01/2025

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 04/30/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5727	License Account # 131511	Council District 4	Council Agenda Date May 20, 2025
License Type Applied for with Alabama ABC Board 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name KEUBERS CELLAR LLC			Trade Name (DBA) MADDOGS PARTY STOP		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/11/2025	SOS Entity ID 001-180-051	State AL	County MOBILE
Federal Tax ID (FEIN) 33-3917308	Alabama State Sales Tax ID R012473978	Business Phone Number ()			
Physical Address (Street Address, Suite #) 4055 COTTAGE HILL ROAD STE 101 D		City MOBILE	State AL	Zip Code 36609	
Mailing Address (Street Address, Suite #, PO Box) 4055 COTTAGE HILL ROAD STE 101 D		City MOBILE	State AL	Zip Code 36609	
Primary Business Activity at the Location Explain (other) LIQUOR/PACKAGE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SUSHIL LAMA	Title OWNER	POA NO	Phone ()	Email MAADDOGS2025@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name MADBAK INC			Trade Name (DBA) MADDOGS PARTY STOP		
ABC License Type 011- LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)		License Number 000735249	Any ABC Pending Actions NO		
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 G5 REALTY LLC			Property Owner Phone Number ()	Property Owner Email LONEIL@GREERS.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City PRICHARD	State AL	Zip Code 36612
Bldg Square Footage 2,400	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? YES					

ABC Application 1

Applicant/POA Initials SL

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)		
LAMA, SUSHIL		OWNER			
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		
		1165			
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
YES	If Yes, Law Violation NARCOTIC EQUIPMENT, DELIVERY SALE DRUGS	Arresting Agency MOBILE COUNTY SHERIFF	Arrest Date 03/30/2017	Disposition DISMISSED - PAID FINE	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name INFINITY LIQUOR LLC (A 118656)	Business DBA INFINITY LIQUOR LLC	Physical Location Address (Street, City, Zip Code) 9948 AIRPORT BLVD STE 2&3 MOBILE 36608		
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)		
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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SL

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.

SL

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.

SL

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.

SL

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.

SL

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.

SL

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.

SL

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

SUSHIL LAMA

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

04/30/2025

Title of Person Signing this Application

MEMBER

Sworn to and subscribed before me this 30th day of April

2025

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

April 30, 2025



MADDOGS PARTY STOP
4055 COTTAGE HILL ROAD
ACCOUNT NUMBER: 131511

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>
2048085	12/2025	APPLICATION FEE	\$50.00	\$0.0	\$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 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:

KEUBERS CELLAR LLC

dba

MADDOGS PARTY STOP

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

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at

4055 COTTAGE HILL ROAD STE 101 D, 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

May 20, 2025 for application number **2025 - 5727**

- 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

KEUBERS CELLAR LLC

Trade Name (DBA)

MADDOGS PARTY STOP

Location Address

4055 COTTAGE HILL ROAD STE 101 D

Zip Code

36609

Application Number

2025 - 5727

Notice Post Date @ Location

04/30/2025

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

May 20, 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

A handwritten signature in black ink, appearing to read 'R. Skinner', written over a horizontal line.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250417131415145



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

MADBAK INC
Address: 4055 COTTAGE HILL RD STE 101 D
MOBILE AL 36609
Telephone

NEW APPLICANT:

KUBERS CELLAR LLC
Address: 4055 COTTAGE HILL RD STE 101 D
MOBILE AL 36609
Telephone

Current License No: 011-000735249

LICENSED PREMISES ADDRESS: 4055 COTTAGE HILL RD STE 101 D MOBILE, AL 36609

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 17 day of April, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: David Maddox
Title: President

Print Name: SUSHIL LAMA
Title: MEMBER

WITNESS: (By ABC Enforcement)
Revised 9/08

Dandy Durham



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417131415145

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:

Type License: State: County:

Trade Name: **MADDOGS PARTY STOP**

Filing Fee:

Applicant: **KUBERS CELLAR LLC**

Transfer Fee: \$50.00

Location Address: 4055 COTTAGE HILL RD STE 101 D MOBILE, AL 36609

Mailing Address: 4055 COTTAGE HILL RD STE 101 D MOBILE, AL 36609

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-180-051

Do you sell Draft Beer?:

Date Incorporated: 03/11/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 03/11/2025

Federal Tax ID: 33-3917308

Alabama State Sales Tax ID: R012473978

Name:	Title:	Date and Place of Birth:	Residence Address:
SUSHIL LAMA	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: SUSHIL LAMA

Business Phone: () - - - - -

Fax:

Home Phone: () - - - - -

Cell Phone:

E-mail: MAADDOGS2025@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: MADDOGS PARTY STOP

Applicant: MADBAK INC

Previous License Number(s)

License 1: 011-000735249

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417131415145

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **G5 REALTY LLC 251-380-7764**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **YES**
Building Dimensions Square Footage: **2400** Display Square Footage: **1500**
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
SUSHIL LAMA	03/30/2017 NARCOTIC EQUIPMENT, DELIVERY SALE DRUGS	MOBILE CO SHERIFF	DISMISSED PAID \$379



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250417131415145



Private Clubs / Special Retail / or Special Events 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:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: INFINITY LIQUOR AND ZIPPY MART

License Covers: 101 D



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417131415145

Initial each

SL
SL

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

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

SL

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.

XX

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

SL

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

SL

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.

SL

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

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

SL

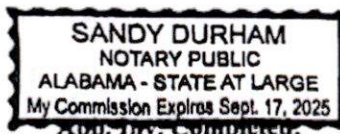
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): SUSHIL LAMA

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

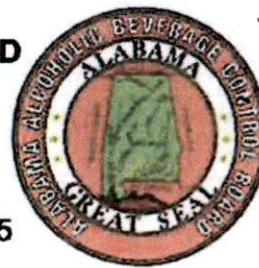
2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240726000008392

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 000735249



County: MOBILE Tobacco Business Type: 45 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 07/26/2024

Trade Name: MADDOGS PARTY STOP

Licensee: MADBAK INC.

Location: 4055 COTTAGE HILL RD STE 101-D
MOBILE

AL 36609

Mailing Address: 4055 COTTAGE HILL RD STE 101-D
MOBILE

AL 36609

011 LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

990 TOBACCO AND ALTERNATIVE NICOTINE
PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcbboard.gov click license and find the division contact number that services the county for this license.

8443

Curtis E. Stewart

ADMINISTRATOR





ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / BOX 1511 / MONTGOMERY, AL 36102
PHONE 334-676-4400 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

July 17, 2023,

Dear Mr. Lama,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter".

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8012304609

NAME:LAMA,SUSHIL

SOC

ABI RESULT:TRFNT

SID

**CERTIFIED COPY
OF
ALEA DOCUMENT**

07-17-2023 14:41 ALLEA0049

*ATN

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02872834

***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS
***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.

***** NOTICE AND WARNING *****

* THIS RECORD IS CONFIDENTIAL AND RESTRICTED
* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.
* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS
* DEPICTED AND DISSEMINATION IN VIOLATION OF
* THIS RESTRICTION WILL SUBJECT THE OFFENDER
* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL
* PENALTIES. THIS DOCUMENT MUST BE SECURED AND
* DESTROYED BY BURNING OR SHREDDING WHEN NO
* LONGER NEEDED.

*-ALABAMA CRIMINAL HISTORY-

REPORT DATE: 07-17-2023 *

*NAME

STATE ID NO FBI ID NO.

*LAMA,SUSHIL

3H5H81CPJ

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M A 507 184 BRO BLK NP

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
* CASHIER

*ARREST-01

* DATE OF ARREST - 03-30-2017

* AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000

* NAME - LAMA,SUSHIL

* CHARGE 01 - 3550 NARCOTIC EQUIP-DELIVERY SALE DRUG P*

* DATE OF OFFENSE - 03-30-2017

* DISP - DISMISSED DATE OF DISP - 09-21-2017

* OFFENSE - 3550 NARCOTIC EQUIP DELIVERY SALE DRUG PA*

*TOTAL NUMBER OF ARRESTS- 1

*RECORD LAST UPDATED 07/17/2023

*ALL ALABAMA ARRESTS RECEIVED BY AGCJC ARE INCLUDED

*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR

*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH

*THE ARRESTING AGENCY THAT FURNISHED THE DATA.

*RECORD IS CONFIDENTIAL AND INTENDED FOR USE

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 3 / 11 / 2025 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 05 : 46 ☐ 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).

3 / 11 / 2025
Date (MM/DD/YYYY)

SUSHIL LAMA

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers		
Organizer	Street Address	Mailing Address
LAMA SUSHIL	6	16

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:

KUBER'S CELLAR LLC

This name reservation is for the exclusive use of SUSHIL LAMA, 2259 NADINE
LANE, MOBIL, AL 36695-5506 for a period of one year beginning March 11,
2025 and expiring March 11, 2026



RES207060

**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.**

March 11, 2025

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

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:

KUBER'S CELLAR 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): SUSHIL LAMA

Street (no PO Boxes) address of registered office (must be located in Alabama):

100000 5500

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-180-051 DLL
Date 03/11/2025
Time 17:56:00
File \$100.00
County \$100.00

Total \$200.00

List of Current Member

The following individual is the only member of: Kuber's Cellar LLC

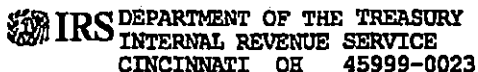
NAME: Sushil Lama

TITLE: Owner

Sushil Lama
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

04/16/2025
DATE



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-11-2025

Employer Identification Number:
33-3917308

Form: SS-4

Number of this notice: CP 575 G

KUBERS CELLAR LLC
SUSMITA TAMA...SOLE MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3917308. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



**Community Risk Reduction Division
Mobile Fire Rescue Department**

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

**Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are
Valid 365 Days from the Date Issued**

Occupant Name:		MADDOGS PARTY STOP	Inspection Date:	5/2/2025
Address:		4055 COTTAGE HILL Road	Inspection Type:	Life Safety
City:		Mobile	Inspected By:	Joshua Williams
Suite:		101D		
Insp. Result	Location	Code Set	Code	
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)	
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.	
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use. (see photo 2.1)	
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 3.1)	
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress. (see photo 4.1)	
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required. (see photo 5.1)	
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.	



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

KUBERS CELLAR LLC
DBA MADDOG'S PARTY STOP
4055 COTTAGE HILL RD STE 101D
MOBILE, AL 36609-4290

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012473978	04/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

Pass IFC 2021
SECTION 1010 DOORS, GATES AND TURNSTILES 1010.2.5 - Deadbolts prohibited.

Pass IFC 2021
SECTION 1013 EXIT SIGNS 1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 6.1)

If you have any questions, please contact our office.

Inspector Comments: Inspection ok for business license

Company
Representative:

Cathy zheng

20300

5/2/2025 10:30:06 AM

Signature valid only in mobile-eye documents

Cathy zheng
5/2/2025

Inspector:

Joshua Williams Jr.

25000

5/2/2025 10:30:06 AM

Signature valid only in mobile-eye documents

Joshua Williams Jr.
5/2/2025

1.1 - 505.1.



2.1 - 603.1.



3.1 - 906.1.



5.1 - 1008.2.

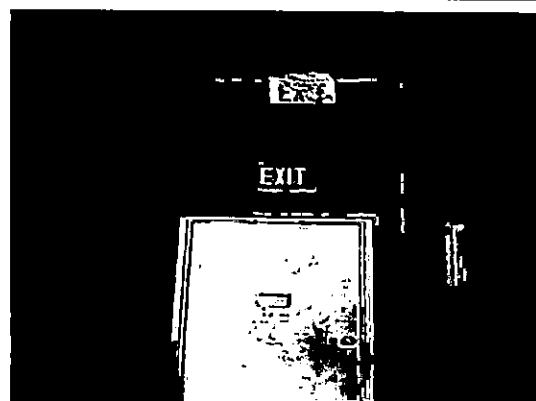


Ref: 29300

4.1 - 1003.6.



6.1 - 1013.1.





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

COMG AT INTERSEC OF W/L OF SE 1/4 OF SEC 35 T4S R2W WITH S R/W/L OF COTTAGE HILL RD TH ALG SAID S/L OF COTTAGE HILL RD TH N 72 DEG 12 MIN E 116.72 FT TO POB OF PPTY HEREIN DESC TH CONT N 72 DEG 12 MIN E ALG SAID S/L OF COTTAGE HILL RD RUN 199.80 FT TO P C OF CURVE TO RT HAVING RAD OF 1123.32 FT TH CONT ALG SAID S/L OF COTTAGE HILL RD RUN ELY ALG ARC OF SAID CURVE 262.14 FT TO P T OF SAID CURVE TH CONT ALG SAID S/L OF COTTAGE HILL RD RUN N 85 DEG 34 MIN 15 SEC E 205 FT TO INTERSEC WITH W R/W/L OF

The above described property is ☐ Owned ☒ Leased to/by

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

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

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

Sworn to and subscribed before me this 28th day of April 2025

Notary Printed Name <u>LORRIE A. POLKEY</u>	Notary Signature <u>Lorrie A. Polkey</u>	My (Notary) Commission Expires <u>SEPTEMBER 28, 2025</u>
Notary Stamp 	Owner of Property (Print Name) <u>GS Realty, LLC</u>	Applicant Name (Print Name) <u>SUSHI LAMA</u>
	Owner of Property (Signature) <u>[Signature]</u>	Applicant Name (Signature) <u>[Signature]</u>
	Street Address <u></u>	Street Address <u>4055 Cottage Hill Rd #1017</u>
	City, State, Zip <u>PRICHARD, AL 36612</u>	City, State, Zip <u>Mobile, AL, 36609</u>
	Date Agreement Signed <u>4/28/25</u>	Date Agreement Signed <u>04/29/2025</u>

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 12th day of March, 2025, by and between G5 Realty, LLC, an Alabama limited liability company, (herein called "Landlord"), and Kuber's Cellar, LLC, d/b/a Maddog's Party Stop, an Alabama limited liability company (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Robertsdale Shopping Center (herein called the "Shopping Center"), said premises being known as 4055 Cottage Hill Road, Mobile, Alabama Units 101D in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 2400 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for Sixty (60) months, commencing April 1, 2025, and expiring on March 31, 2030.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. (In any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within Thirty (30) days after said ninety (90) day period.)

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Initial Term

April 1, 2025 – December 31, 2025	\$19,200.00/annum, \$1600.00/month, \$8.00/sf
January 1, 2026 – March 31, 2028	\$28,800.00/annum, \$2400.00/month, \$12.00/sf

premises and all parts thereof to prospective tenants between the hours of 10:00 a.m. and 5:00 p.m. on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

SECTION 22.08: Recording.

Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purposes of recordation. Said memorandum or "short form" of this lease shall describe the parties, the leased premises and the term of this lease and shall incorporate this lease by reference. Tenant shall record this lease or said "short form" at the request of the Landlord, and shall pay the cost of recording same.

SECTION 22.09: Taxes on Rentals.

In the event that any federal, state, local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals paid or to be paid by Tenant under the terms of this lease, and Landlord is thereby required to collect from Tenant and/or to pay such tax, levy or charge to such authority, Tenant covenants and agrees within Ten (10) days from written demand therefore, to pay to or reimburse Landlord (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this lease, shall be deemed to be due from Tenant as additional rent.

SECTION 22.10: Insurance and Common Area Maintenance Defined.

Insurance: All insurance premiums for fire and extended coverage, loss of rents, liability and other insurance carried by Landlord on or with respect to the Shopping Center. The amount of insurance coverage carried by Landlord shall be at the Landlord's discretion but shall not be unreasonably excessive in relation to replacement cost.

Common Area Maintenance: Common Area Maintenance shall include, but not be limited to, the parking lot repair and maintenance, striping of parking lot, landscape maintenance, parking lot lightning, utilities, water and sewer, drainage system, canopy repair, parking lot sweeping, painting of exterior walls, repair and maintenance of easements, access driveways, footways, sidewalks and gutters.

All terms and conditions of this lease shall inure to the benefit of, and be binding upon, the parties hereto and their successors, heirs, assigns and personal representatives.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the day and year first above written.

LANDLORD: G5 REALTY, LLC

BY: 

Date: 7/12/15

Witness: 

TENANT: KUBER'S CELLAR, LLC

BY: 
SUSHIL LAMA

Date: 7/12/15

Witness: 

GUARANTY OF LEASE

THIS GUARANTY is given this 12th day of March 2025, by **SUSHIL LAMA** (hereinafter "Guarantor"), to **G5 Realty, LLC**, an Alabama limited liability company, its successors and assigns ("Landlord").

WITNESSETH:

WHEREAS, Landlord has agreed to enter into a written lease agreement ("Lease Agreement") with **Kuber's Cellar, LLC, d/b/a Maddog's Party Stop**, ("Tenant"), for space at **4055 Cottage Hill Road #101D**, and

WHEREAS, Landlord is unwilling to enter into the Agreement of Lease with Tenant unless Guarantor guarantees Tenant's obligations under the Agreement of Lease during its term (as defined therein).

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) by each of the parties to the other paid, receipt of which is hereby acknowledged, and in order to induce Landlord to enter into the Agreement of Lease with Tenant, Guarantor hereby guarantees to Landlord, its successors and assigns, during the term of the Agreement of Lease (1) the prompt and punctual payment by Tenant of all rental and other sums, including Landlord's attorneys' fees to become due pursuant to the terms of the Agreement of Lease, and (2) the prompt and faithful performance by Tenant of all of the terms, covenants, and conditions of the Agreement of Lease.

The obligations of Guarantor shall be direct and immediate and not contingent, and Guarantor agrees that Landlord may, without notice to Guarantor and without affecting Guarantor's liability under this Guaranty, extend the time for the performance of Tenant's obligation under the Agreement of Lease and/or release any security given by Tenant to secure its obligations under the Agreement of Lease.

Landlord and Tenant may also, without notice to Guarantor and without affecting Guarantor's liability under this Guaranty, enter into such modifications, extensions and/or amendments of the Agreement of Lease as Landlord and Tenant may from time to time determine, and neither Guarantor's obligations to make payments in accordance with the terms of the Guaranty or any remedy for the enforcement hereof shall be impaired, changed, or released in any manner whatsoever by any release, impairment, or limitation of the liability of the Tenant or its estate in bankruptcy or other creditor's proceeding under any statute or from the decision of any court.

This Guaranty shall inure to the benefit of Landlord and Landlord's successors and assigns.

IN WITNESS WHEREOF, Guarantor has set his hand and seal the day and year first written.

By:  Date: 3/12/25

Print Name: Sushil Lama SSN #: _____

Witness:  Phone #: _____

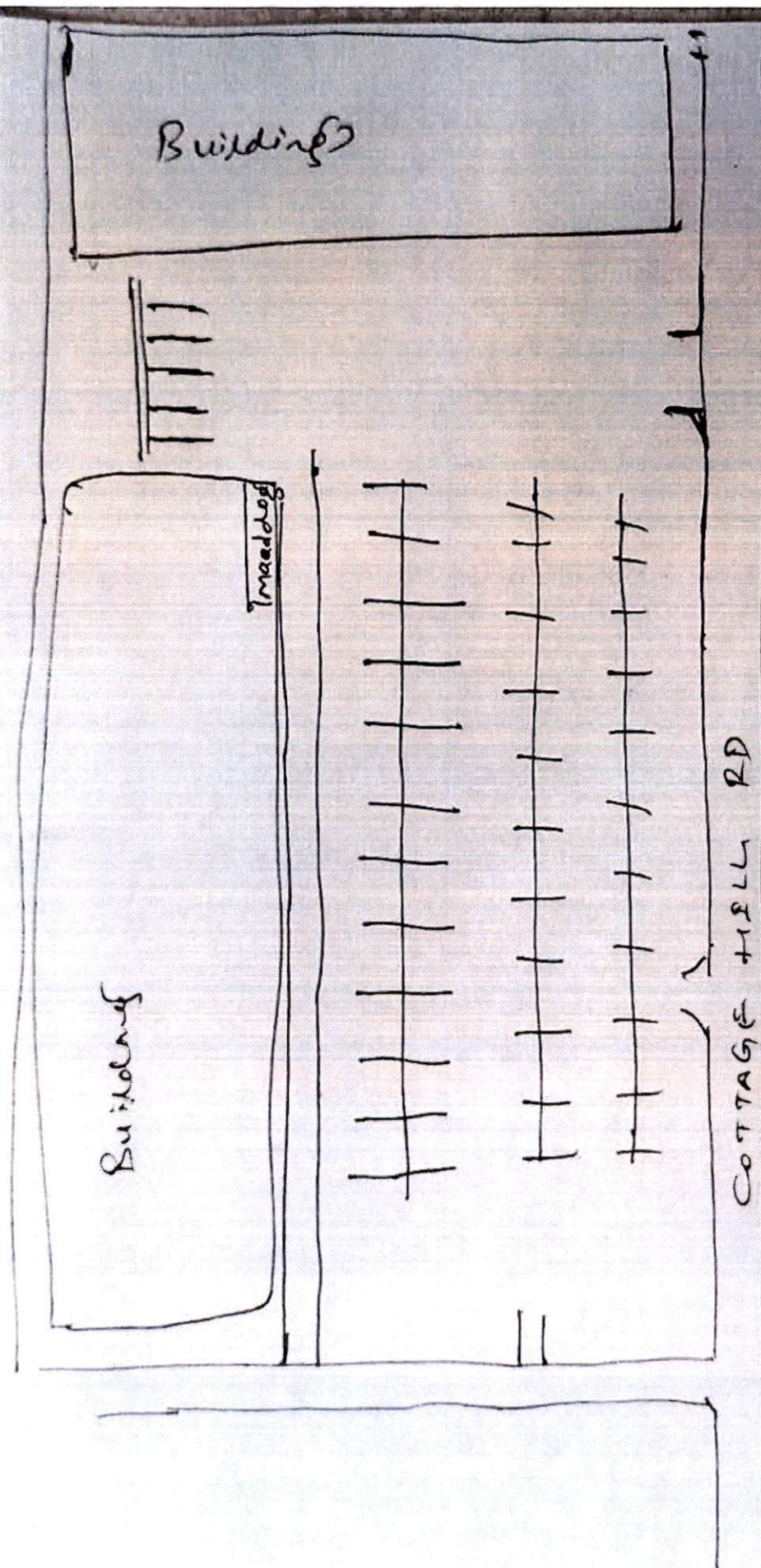


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

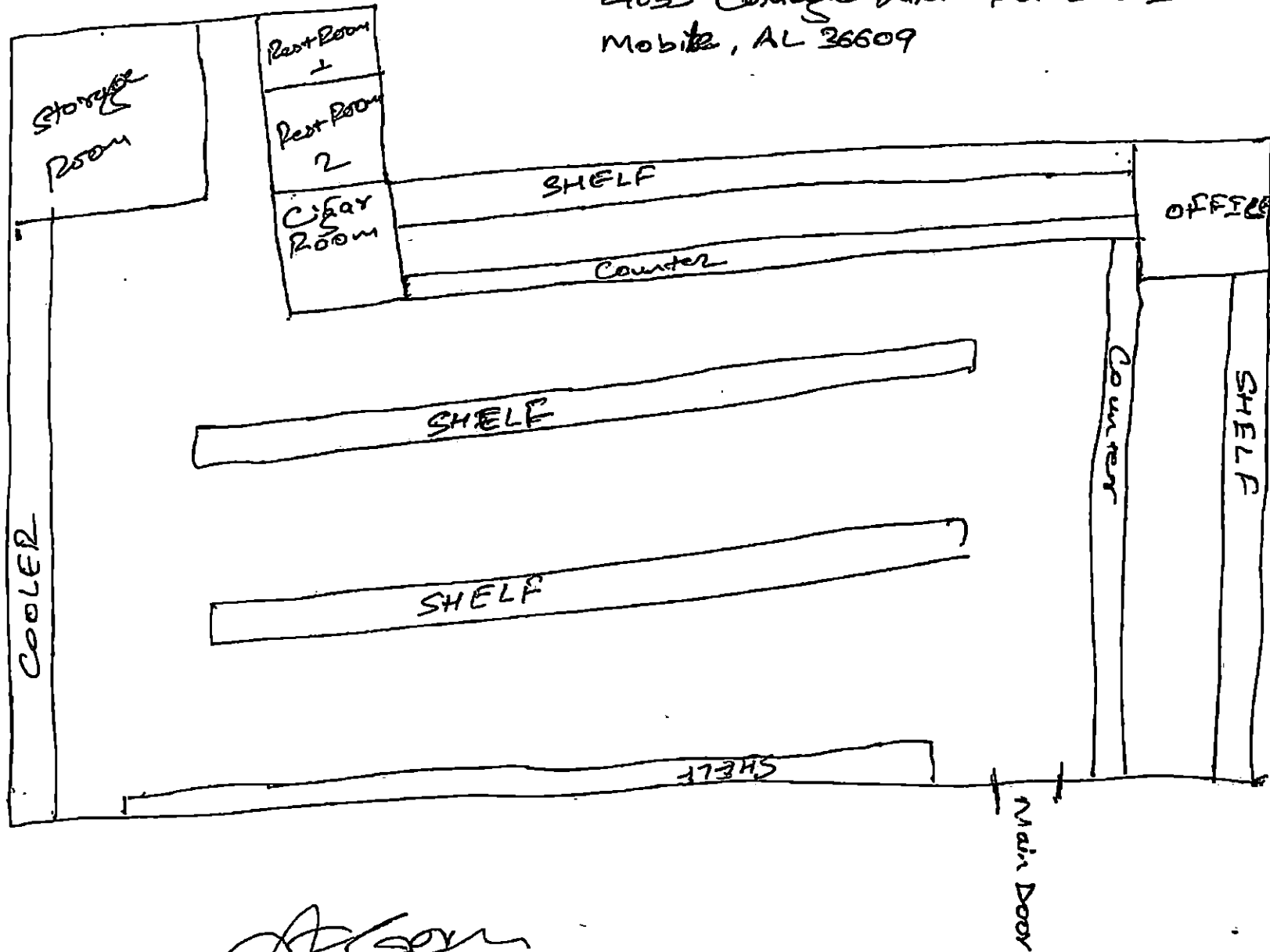
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

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 KUBERS CELLAR LLC				Trade Name (DBA) MADDOGS PARTY STOP			
Company Physical Address (Street Address, Suite #) 4055 COTTAGE HILL RD STE 101D				City MOBILE	State AL	Zip Code 36609	
Business Contact Person Information Name SUSHIL LAMA		Title MEMBER	Phone	Email maddogs2025@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2400	Parking Provided 6+	Parking Required 6	Compliance yes		Zoning B-2	Approved yes	
Comments							
Print Name Payton Rogers		Signature 		Date 5/9/2025		Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2025.05.09 10:45:32-05'00'	



Maddox's Party Stop
4055 Cottage Hill Rd

Maddox Party Stop
4055 Cottage Hill Rd #101D
Mobile, AL 36609



[Signature]
Susana Lina
04/16/2025



Planning & Zoning Department

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

PERMIT NUMBER

ZC-154003-2025

Issue Date: 04/30/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807354000026.	4055 Cottage Hill Rd 101D	101D

Business Name	Issued To	Zoning Districts
MADDOGS PARTY STOP	Name: Sushil Lima Company: Address: 4055 Cottage Hill Rd 101D MOBILE, AL 36609 Phone: - -	B-2

This Zoning Classification Allows the property to be used for:

PACKAGE STORE

Conditions of Use

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

Issued By: Payton Rogers

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

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: Retail Beer/Table Wine (Off Premises Only)
 Liquor License

Submitted by: Quick Stop Mobile Bus, Inc.

Location: Quick Stop
 5318 Overlook Road
 Mobile, AL 36618

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/01/2025	TRANSFER - OWNERSHIP	2025 - 5728	131499	7	May 20, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUICK STOP MOBILE BUS INC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

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CITY CLERK

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**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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUICK STOP MOBILE BUS INC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____

Date _____

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: May 12, 2025

Re: Application # 5728 / 5318 Overlook Rd.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5728 DATE 5/20/2025

APPLICANT QUICK STOP MOBILE BUS INC

LOCATION 5318 OVERLOOK RD

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	MP	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
05/01/2025	TRANSFER - OWNERSHIP	2025 - 5728	131499	7	May 20, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUICK STOP MOBILE BUS INC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

City, State, Zip Code

MOBILE AL 36618

Contact Person Information				
Name	Title	POA	Phone	Email
SATYA KARAN ENJAPOORI	OWNER	NO		KORNERSTOPANDSHOP2134@GMAIL.COM

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

What is/was the start date of this business? 04/01/2025

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 05/07/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5728	License Account # 131499	Council District 7	Council Agenda Date May 20, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name QUICK STOP MOBILE BUS INC			Trade Name (DBA) QUICK STOP		
Business Structure Type CORP - CORPORATION		Incorporation Date 01/28/2025	SOS Entity ID 001-172-770	State AL	County MOBILE
Federal Tax ID (FEIN) 33-3095124	Alabama State Sales Tax ID R012467412		Business Phone Number		
Physical Address (Street Address, Suite #) 5318 OVERLOOK ROAD		City MOBILE	State AL	Zip Code 36618	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code -----	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SATYA KARAN ENJAPOORI	Title OWNER	POA NO	Phone	Email :ORNERSTOPANDSHOP2134@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SIRINE LLC			Trade Name (DBA) QUICK STOP		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 010525449	Any ABC Pending Actions NO		
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 QUICK STOP MOBILE LLC			Property Owner Phone Number	Property Owner Email SHAILA22585@GMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State AL	Zip Code 36601
Bldg Square Footage 2,550	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) ENJAPOORI, SATYA KARAN TEJA			Title OWNER	Driver's License (State, Number)	
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) N/A			Title	Driver's License (State, Number)	
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)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SE

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.

SE

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.

SE

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.

SE

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.

SE

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.

SE

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.

SE

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

SATYA KARAN TEJA, ENSAPPOOR

Owner/Applicant/POA Signature

Date of Application Signature

[Signature]

Title of Person Signing this Application

Sworn to and subscribed before me this 7th day of May 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

May 7, 2025



QUICK STOP

5318 OVERLOOK ROAD

MOBILE, AL 36618 USA

ACCOUNT NUMBER: 131499 TERRITORY 7

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>
2055133	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

05/07/2025 09:23AM MARCELYN
046265-0001

BUSINESS LICENSE

QUICK STOP MOBILE BUS INC
131499

2025 Item: 2055133

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

American Express *****1004

Ref=c07fe8da-2f1d-4ed3-b978-5396a1352b3a

Auth=695186

Change due \$0.00

Paid by: ENJAPOORI/SATYA KARA



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

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 advertng 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:

QUICK STOP MOBILE BUS INC

dba

QUICK STOP

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

5318 OVERLOOK ROAD

, 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 **May 20, 2025** for application number **2025 - 5728**

- 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUICK STOP MOBILE BUS INC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

Zip Code

36618

Application Number

2025 - 5728

Notice Post Date @ Location

05/01/2025

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

May 20, 2025

Date

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

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250422101814104



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SIRINE LLC
Address: 5318 OVERLOOK RD
MOBILE, AL 36618
Telephone: 251-680-9704

NEW APPLICANT:
QUICK STOP MOBILE BUS INC
Address:
Telephone

Current License No: 050-010525449
070-010525449

LICENSED PREMISES ADDRESS: 5318 OVERLOOK RD MOBILE, AL 36618

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the _____ day of _____, 20_____.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name:
Title:

Print Name: SATYAKARAN TETA, ENTAPPOORI
Title: PRESIDENT

WITNESS: (By ABC Enforcement) _____
Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422101814104

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **QUICK STOP**

Filing Fee:

Applicant: **QUICK STOP MOBILE BUS INC**

Transfer Fee: \$100.00

Location Address: 5318 OVERLOOK RD MOBILE, AL 36618

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-172-770

Do you sell Draft Beer?:

Date Incorporated: 01/28/2025 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 01/28/2025

Federal Tax ID: 33-3095124

Alabama State Sales Tax ID: R012467412

Name:

Title:

Date and Place of Birth:

Residence Address:

SATYA KADAM	ENJAPOORI	PRESIDENT	

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: FIRDOUS MOHAMMED

Business Phone:

Fax:

Home Phone: 251-200-1007

Cell Phone:

E-mail: KORNERSTOPANDSHOP2134@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: QUICK STOP

Applicant: SIRINE LLC

Previous License Number(s)

License 1: 050-010525449

License 2: 070-010525449



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422101814104

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **QUICK STOP MOBILE LLC 646-561-8259**
What is lessors primary business? **SOFTWARE DEVELOPER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **2550** Display Square Footage:
Building seating capacity: **0** 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)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422101814104

Initial each

SE
SE

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

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

SE

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.

XX

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

SE

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

SE

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.

SE

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

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

SE

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.

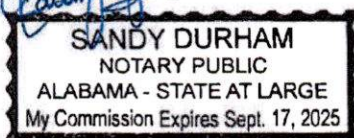
Applicant Name (print): SATYA KARAN TEJA, ENTAPPOORI

Signature of Applicant:

Satyarajan Teja

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

List of Current Member

The following individual is the only member of: Quick Stop Mobile Bus INC

NAME: Satya Karan Teja Enjapoori

TITLE: President


PRINTED NAME OF MEMBER

SATYA KARAN TEJA, ENJAPPOORI
SIGNATURE OF MEMBER

04/25/2020
DATE

Receipt Confirmation Page

Receipt Confirmation Number: **20250422101814104**
Application Payment Confirmation Number: **108766338**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: **TRANSFER**

Applicant Information

License Type 1: **050 - RETAIL BEER (OFF PREMISES ONLY)**
License Type 2: **070 - RETAIL TABLE WINE (OFF PREMISES ONLY)**
License County: **MOBILE**
Business Type: **CORPORATION**
Trade Name: **QUICK STOP**
Applicant Name: **QUICK STOP MOBILE BUS INC**
Location Address: **5318 OVERLOOK RD**
MOBILE, AL 36618

Mailing Address: **27821 STATE HIGHWAY 181 UNIT 2502**
DAPHNE, AL 36526

Contact Person: **FIRDOUS MOHAMMED**

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20250422101814104****Application Payment Confirmation Number: 108766338**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Information

Application Type: TRANSFER

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

[Continue](#)Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.9



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240726000013738

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 010525449



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 07/26/2024

Trade Name: QUICK STOP

Licensee: SIRINE LLC

Location: 5318 OVERLOOK RD
MOBILE

AL 36618

Mailing Address: 5318 OVERLOOK RD
MOBILE

AL 36618

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

103582

Charles E. Stewart

ADMINISTRATOR





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number: 0025112151052VW
Class of Admission (COA) Code: IR6
Country of Birth:
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: satya karan teja enjapoori
Date of Birth:
Card Number / I-797 Receipt Number:
Initiated On: 04/22/2025
Initiated By:
Point of Contact Name: Sandy Durham
Point of Contact Phone Number:
Requested Benefits: Commercial License
Attached Document: No

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Browser Support](#) [Plug-ins](#) [Site Map](#) [V37.1 ICA](#) [V38 ICA - Draft](#)



U.S. Citizenship
and Immigration
Services

**U.S. Department of Justice**

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

SATYA KARAN TEJA ENJAPPOORI

Date: 04-16-2024

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

Subject Name

SATYA KARAN TEJA ENJAPPOORI

Search Completed Result

04-16-2024 E2024107000000206648

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:

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

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

QUICK STOP MOBILE BUS INC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): SATYA KARAN ENJAPOORI

Street (**No PO Boxes**) address of registered office (**must be located in Alabama**): _____

***COUNTY** of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-172-770	D/C
Date	01/28/2025
Time	13:49:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

SMOKE STORE

the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 0.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street **(No PO Boxes)** address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street **(No PO Boxes)** address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street **(No PO Boxes)** address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street **(No PO Boxes)** address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

1 / 28 / 2025

Date (MM/DD/YYYY)

SATYA KARAN TEJA ENJAPOORI

Signature as required by 10A-2A-1.20

PRESIDENT

Title

Additional Details

Incorporators

Incorporator

Street Address

Mailing Address

SATYA KARAN ENJAPOORI

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:

QUICK STOP MOBILE BUS INC

This name reservation is for the exclusive use of SATYA KARAN TEJA
ENJAPOORI, 27821 STATE HIGHWAY 181 UNIT 501, DAPHNE, AL 36526
for a period of one year beginning January 28, 2025 and expiring January 28, 2026



RES198763

**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.**

January 28, 2025

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 01-28-2025

Employer Identification Number:
33-3095124

Form: SS-4

Number of this notice: CP 575 A

QUICK STOP MOBILE BUS INC

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3095124. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2026
Form 940	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

QUICK STOP MOBILE BUS INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012467412	03/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5318 OVERLOOK RD MOBILE AL 36618-2331



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **QUICK STOP MOBILE BUS INC**

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 30 day of April 2025

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Komalben N. Patel

Komalben N. Patel

May 15th, 2027

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

SHAILAJA SALAGRAMA

Satya Karanvijay
Arora

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

5318 OVERLOOK RD

City, State, Zip

MOBILE AL 36618

Date Agreement Signed

03/18/2025

04/28/2025

| Application Property Ownership



My Commission
Expires May 15, 2027

Revision Date 10.23.2023

Mobile County Property Search

Key Number: 1498631 For Year 2025

Property Details

Account	
Key Number:	1498631
Legal Description:	ALL THAT TRACT OF LAND FROM INTER OF THE N ROW LINE OF OVERLOOK RD WITH THE W ROW LINE OF OLD MOFFAT RD RUN N 89 DEG 37 MIN W 699.44 FT ALG THE N ROW LINE OF OVER LOOK RD TO THE POB OF PPTY HERIN DESC CONT TH ALG THE N ROW LINE OF OVERLOOK RD N 89 DEG 36 MIN 29 SEC W 149.93 FT TO A PT THE RUN N 00 DEG 34 MIN 34 SEC E 120.03 FT TO A PT TH RUN S 89 DEG 37 MIN 00 SEC E 150.01 FT TO A PT TH RUN S 00 DEG 36 MIN 53 SEC W 120.05 FT TO THE POB CONTAN .41 ACRES M/L (STORE #10) #SEC 03 T4S R2W #MP28 02 0
Parcel Number:	2802034000122XXX
Type:	Real
Property Class:	2
Location	
Address:	5318 OVERLOOK RD MOBILE, AL 36618-2331
Owner	
Name:	BELALLAH MAHER
Mailing Address:	
Exemptions:	ons are shown online.

Property Values

Improvement Value:	\$205,700
Land Value:	\$61,500
Appraised Value:	\$267,200
Taxable Value:	\$267,200

TRIPLE NET COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and entered into between Quick stop Mobile LLC whose address is 27821 State Highway 181 Unit 2502, Daphne, Alabama 36526 (hereinafter the "Landlord"), and Quick Stop mobile Bus Inc, whose address is 27821 State Highway 181 Unit 501, Daphne, Alabama 36526 (hereinafter the "Tenant").

The primary term of this Lease shall be 15 years commencing on the 03/18/2025 and ending on 03/18/2040 at 11:59 PM (the "Term") upon the following terms, conditions and covenants:

THE PREMISES: The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the premises located at 5318 Overlook Rd Mobile Alabama 36618 (the "Leased Premises" or "Premises") in the County of Mobile, County Tax containing approximately 2550 SF square feet of real estate with all improvements located therein. The description of the Lease Premises is as follows:

2550 SF
1 Story building

USE OF PREMISES: The Premises shall be used only as or for the purpose of: **Gas & C-Store**

RENT/LEASE PAYMENTS: The Tenant agrees to and shall pay monthly installment payments to the Landlord at 27821 State Highway 181 Unit 2502, Daphne, Alabama 36526, or at such other address that the Landlord shall designate in writing, as rent or lease payment for the Premises as follows:

Tenant shall pay to the Landlord the annual base amount of \$7500.00 payable in twelve (12) equal monthly installment payments of \$7,500.00 due and payable on the fifth of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. Should the Landlord not receive payment by the fifth day of the month in which the payment is due, the Tenant shall pay a late charge of \$150.00. In the event a check for rent or lease payment is returned for insufficient funds (NSF), the Tenant shall pay a return check fee in the amount of \$25.00, and the Landlord shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

OPTION TO EXTEND LEASE TERM: If the Tenant is not in default under the terms and conditions of this Agreement, the Tenant shall have the option to renew this Agreement for the extended term of 5 years ("Renewal Term"). If the Tenant chooses to exercise this renewal

AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by all parties to this Agreement.

HEADINGS: The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

If there be more than one Tenant name herein, the provisions of this Lease shall be applicable to and binding upon all such Tenants, jointly and severally.

ADDITIONAL INSTRUMENTS: The parties hereto will execute any and all additional document or instruments that may be necessary or convenient to carry out the intent and purposes of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereunto subscribe their names to this instrument on this 03/18/2025

LANDLORD

Shailaja Saligrama

(Quick Stop Mobile LLC Signature)

Landlord Telephone: 6465618259

Landlord Email: shaila22585@gmail.com

(Date)

TENANT

Satyakumar Teja
Engineer

(Quick Stop Mobile Bus Inc Signature)

Tenant Telephone: 4704941666

Tenant Email: kornerstopandshop2134@gmail.com

DISCLOSURE:

(Date)

PLEASE BE ADVISED THAT LANDLORD/TENANT LAWS IN YOUR LOCATION MAY REQUIRE ADDITIONAL MODIFICATIONS OR ADDITIONS TO BE MADE TO THIS LEASE AGREEMENT. FORMSWIFT DOES NOT GUARANTEE COMPLIANCE WITH ALL RELEVANT STATE, COUNTY OR LOCAL LAWS FOR YOUR LOCATION. THEREFORE, BEFORE EXECUTING THIS LEASE AGREEMENT YOU SHOULD MAKE SURE ALL TERMS AND CONDITIONS ARE IN COMPLIANCE WITH APPLICABLE LAWS. IF YOU NEED ADDITIONAL INFORMATION BASED ON THE STATE YOU SELECTED PLEASE REFER TO THE WEBSITES LISTED BELOW. THANK YOU.



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 QUICK STOP MOBILE BUS INC				Trade Name (DBA) QUICK STOP			
Company Physical Address (Street Address, Suite #) 5318 OVERLOOK RD				City MOBILE	State AL	Zip Code 36618	
Business Contact Person Information Name SATYA KARAN TEJA ENJAPPOORI		Title OWNER	Phone -----	Email KORNERSTOPANDSIOP2134@GMAIL.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2550	Parking Provided 9	Parking Required 9	Compliance ✓	Zoning B-2	Approved ✓		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature 			Date 5-7-2025		

Skinner, Shawn

From: Planning
Sent: Wednesday, May 7, 2025 2:19 PM
To: Skinner, Shawn
Subject: ZC Request Status Updated- QUICK STOP MOBILE BUS INC dba QUICK STOP;
ZC-154368-2025

Importance: High

Status: Approved

Business Name: QUICK STOP MOBILE BUS INC dba QUICK STOP

ZC Case Number: ZC-154368-2025

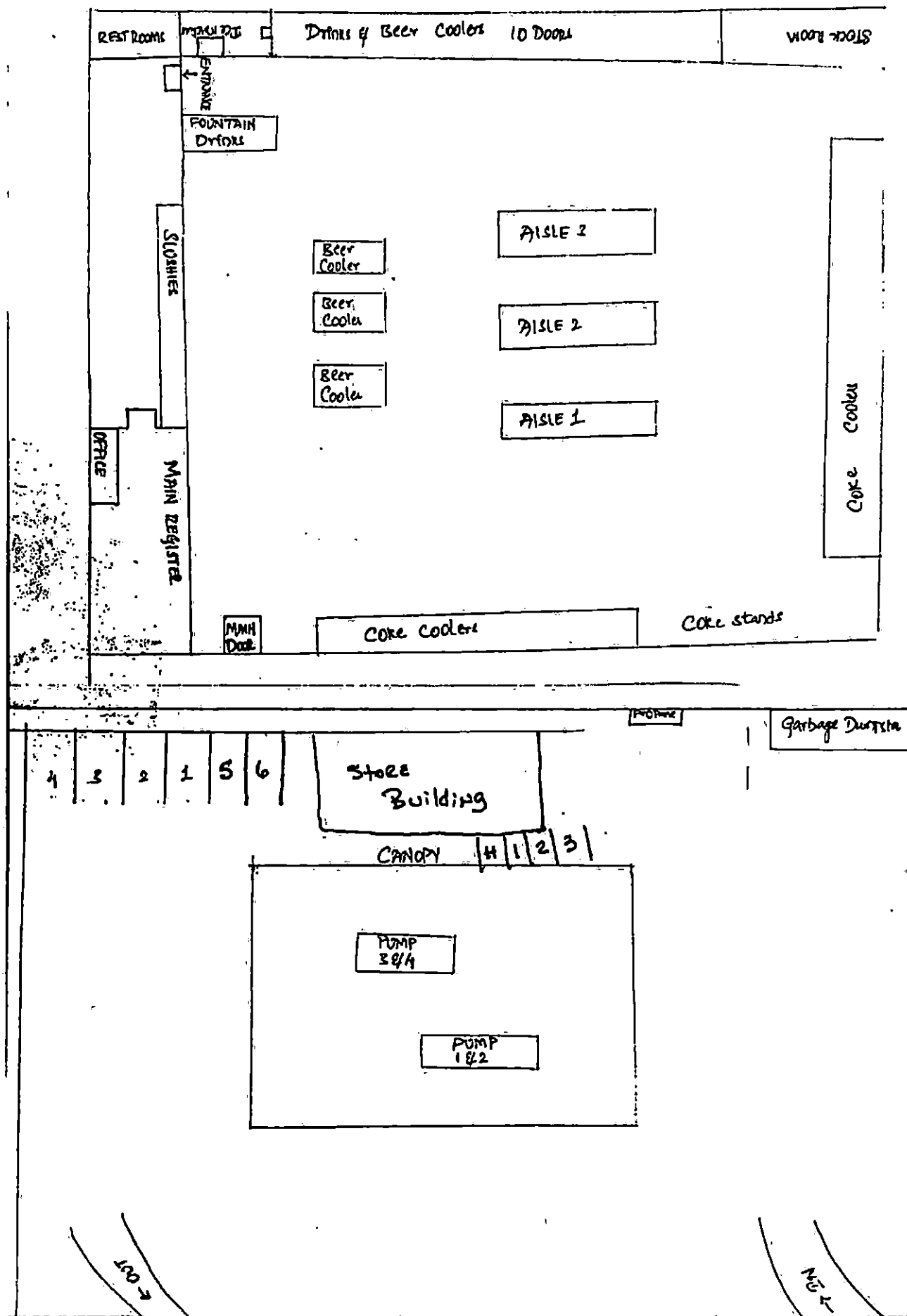
Planner Comments:

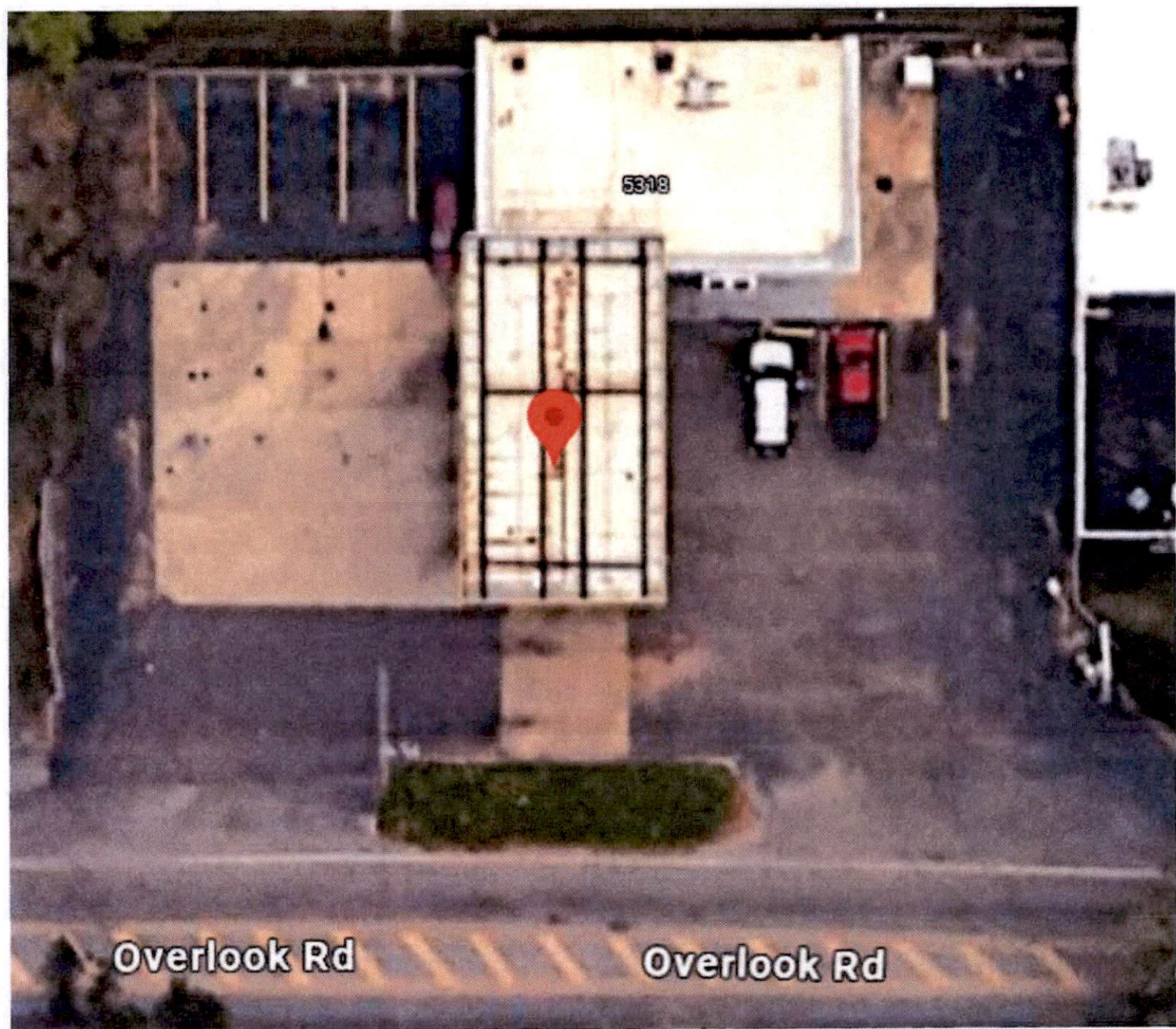
Skinner, Shawn,

The status of the above mentioned ZC request has been updated by Whistler, Caldwell CW. You may click the link below to open the *New Zoning Clearance Requests List*.

[NEW ZONING CLEARANCE REQUESTS LIST](#)

****This is an automated email for notification purposes only. Please do not reply to this email.****







Planning & Zoning Department

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

PERMIT NUMBER

ZC-154368-2025

Issue Date: 05/07/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022802034000122.	5318 Overlook Rd	

Business Name	Issued To	Zoning Districts
QUICK STOP MOBILE BUS INC dba QUICK STOP	Name: SATYA K. ENJAPOORI Company: QUICK STOP MOBILE BUS INC db QUICK STOP Address: 5318 Overlook Rd MOBILE, AL 36618 Phone:	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

Conditions of Use

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

Issued By: Caldwell Whistler

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

Telephone: 251.208.5895

Fax: 251.208.5896

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1267 Congress Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1267 Congress Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1267 Congress Street** to be **\$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,200.00** shall constitute a special assessment against the property at structure **1267 Congress Street** and being that property more particularly described as follows:

PT LOT 7 BLK 14 CAMP GROUND TRT MBK 1 P 12 DESC AS BEG AT NW COR SD LOT TH ELY 50 FT TH SLY 131 FT TH WLY 48.5 FT TH NLY 131 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 196.XXX**

Owner: **KOF CHURCH INC
PO BOX 66358
MOBILE AL 36606-4341**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1267 Congress Street**, for the proposed amount of **\$2,200.00**.

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

Lisa C. Lambert
City Clerk

March 17, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-099-23

LOCATION:
1267 Congress Street

Dear Ms. Lambert:

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

Legal Description: PT LOT 7 BLK 14 CAMP GROUND TRT MBK 1 P 12 DESC AS BEG AT NW COR SD LOT TH ELY 50 FT TH SLY 131 FT TH WLY 48.5 FT TH NLY 131 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 186.XXX

Amount: ~~\$2,000.00~~ **\$2,200.00**

Assessed: KOF CHURCH INC

PO BOX 66358
MOBILE AL 36606-4341

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

Sincerely yours,

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

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

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
5661 Hunter Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **5661 Hunter Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **5661 Hunter Street** to be **\$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,200.00** shall constitute a special assessment against the property at structure **5661 Hunter Street** and being that property more particularly described as follows:

TO FIND THE PT OF BEG AT SW COR OF LOT 4 RICHARD HUNER SUB MBK 5 PG 164 PPTY LOCATED IN NW 1/4 OF SEC 10 T6S R2W TH RUN N 141 FT TO PT TH RUN 189 FT TO PT OF BEG CONT E 115 FT TO PT THEN RUN S 50 FT TO PT THEN RUN W 115 FT TH N 50 FT TO PT OF BEG #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel No.: **38 02 10 2 000 105**

Owner: **PAYNE EDDIE & ROBERTA C/O LEODIS PAYNE
PO BOX 699
IRVINGTON AL 36544-0699**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **5661 Hunter Street**, for the proposed amount of **\$2,200.00**.

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

Lisa C. Lambert
City Clerk

March 3, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-006-24

LOCATION:
5661 Hunter Street

Dear Ms. Lambert:

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

Legal Description: TO FIND THE PT OF BEG AT SW COR OF LOT 4 RICHARD HUNTER SUB MBK 5 PG 164 PPTY LOCATED IN NW 1/4 OF SEC 10 T6S R2W TH RUN N 141 FT TO PT TH RUN E 189 FT TO PT OF BEG CONT E 115 FT TO PT THEN RUN S 50 FT TO PT THEN RUN W 115 FT TH N 50 FT TO PT OF BEG #SEC 10 T6S R2W #MP38 02 10 2 000

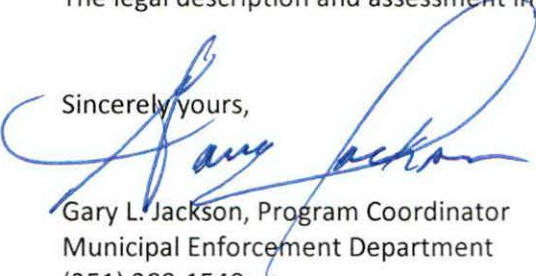
Parcel Number: **38 02 10 2 000 105**

Amount: ~~\$2,000.~~ **\$2,200.00**

Assessed: PAYNE EDDIE & ROBERTA C/O LEODIS PAYNE
PO BOX 699
IRVINGTON AL 36544-0699

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

Sincerely yours,


Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Ben Reynolds, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1901 Bishop Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1901 Bishop Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1901 Bishop Avenue** to be **\$447,558.65** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$447,558.65** shall constitute a special assessment against the property at structure **1901 Bishop Avenue** and being that property more particularly described as follows:

THAT PT OF GRT SEC 44 T4S R1W DESC AS FOLL BEG AT NE COR LOT 7 BLK 3 HAPPY HILL SUB MBK 4/431 RUN NLY 518 FT(S) TH WLY 1900 FT(S) TH SLY 362.93 FT TH ELY 1903 FT(S) TO POB #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel No.: **29 02 44 0 017 001.XXX**

Owner: **MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1901 Bishop Avenue**, for the proposed amount of **\$447,558.65**.

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

Lisa C. Lambert
City Clerk

April 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-083-19

LOCATION:
1901 Bishop Avenue

Dear Ms. Lambert:

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

Legal Description: THAT PT OF GRT SEC 44 T4S R1W DESC AS FOLL BEG AT NE COR LOT 7 BLK 3 HAPPY HILL SUB MBK 4/431 RUN NLY 518 FT(S) TH WLY 1900 FT(S) TH SLY 362.93 FT TH ELY 1903 FT(S) TO POB #SEC 44 T4S R1W #MP29 02 44 0 017

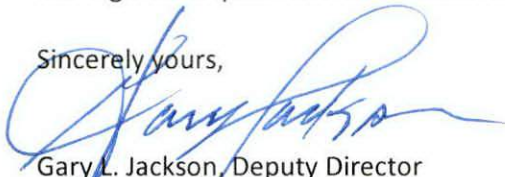
Parcel Number: 29 02 44 0 017 001.XXX

Amount: ~~\$ 447,358.65~~ **\$447,558.65**

Assessed: MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

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

Sincerely yours,


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

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

JOSEPHINE ALLEN DEMOLITION - PHASE 1

- \$274.45 Arc Document Solution (Printing Services)
- \$554.89 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$3,000.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$9,068.99 Terraxplorations Inc.
- \$19,999.00 Superior Contracting
- \$29,984.50 AA& A Demolition
- \$448,500.00 Hughes Plumbing and Utility Contractors
- **\$511,381.83** **Total cost for Phase 1**
- \$511,381.83 Total cost for Phase 1
- **(29)** **Total Number of Buildings/Structures**

JOSEPHINE ALLEN DEMOLITION - PHASE 2

- ----- Arc Document Solution (Printing Services)
- \$639.02 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$2,500.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$487,562.50 Complete Demolition Services, LLC
- **\$490,701.52** **Total cost for Phase 2**
- \$490,701.52 Total cost for Phase 2
- **(27)** **Total Number of Buildings/Structures**

Total Cost for Phase 1 and 2: \$1,002,083.35 @ 56 Structures = \$17,894.35 each

1101 Bishop Ave.
PARCEL ID: R022902440017001.000 (25 Structures) @ \$17,894.35 = \$447,358.65

1906 Franklin Dr., E.
PARCEL ID: R022902440004291.000 (18 Structures) @ \$17,894.35 = \$322,098.25

1900 Franklin Dr., E.
PARCEL ID: R022902440003200.000 (8 Structures) @ \$17,894.35 = \$143,154.75

1954 Bishop Ave.
PARCEL ID: R022902440018010.000 (5 Structures) @ \$17,894.35 = \$89,471.70

TOTAL ASSESSMENT COST FOR PHASE 1 AND PHASE 2 - **\$1,002,083.35**

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1954 Bishop Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1954 Bishop Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1954 Bishop Avenue** to be **\$89,671.70** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$89,671.70** shall constitute a special assessment against the property at structure **1954 Bishop Avenue** and being that property more particularly described as follows:

LOTS 1-6 & LOT A INCL BLK 3 HAPPY HILL SUB MBK 4/431 ALSO THAT PT OF GRT SEC 44 T4S R1W DESC AS FOLL: BEG AT NW COR LOT 6 BLK 3 HAPPY HILL SUB RUN TH NLY 521 FT(S) TH ELY 618 FT(S) TH SELY 108 FT(S) TH SWLY 120 FT(S) TH SWLY 260 FT(S) TH SELY 170 FT(S) TH SELY 50 FT (S) TO N/S STIMRAD RD RD TH SWLY ALG RD 210 FT(S) TH WLY 375 FT(S) TO POB #SEC 44 T4S R1W #MP29 02 44 0 018

Parcel No.: **29 02 44 0 018 010.XXX**

Owner: **MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1954 Bishop Avenue**, for the proposed amount of **\$89,671.70**.

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

Lisa C. Lambert
City Clerk

April 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-084-19

LOCATION:
1954 Bishop Avenue

Dear Ms. Lambert:

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

Legal Description: LOTS 1-6 & LOT A INCL BLK 3 HAPPY HILL SUB MBK 4/431 ALSO THAT PT OF GRT SEC 44 T4S R1W DESC AS FOLL: BEG AT NW COR LOT 6 BLK 3 HAPPY HILL SUB RUN TH NLY 521 FT(S) TH ELY 618 FT(S) TH SELY 108 FT(S) TH SWLY 120 FT(S) TH SWLY 260 FT(S) TH SELY 170 FT(S) TH SELY 50 FT(S) TO N/S STIMRAD RD RD TH SWLY ALG RD 210 FT(S) TH WLY 375 FT(S) TO POB #SEC 44 T4S R1W #MP29 02 44 0 018

Parcel Number: 29 02 44 0 018 010.XXX
Amount: ~~\$ 89,471.70~~ **\$89,671.70**
Assessed: MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

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

Sincerely yours,

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

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

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

JOSEPHINE ALLEN DEMOLITION - PHASE 1

- \$274.45 Arc Document Solution (Printing Services)
- \$554.89 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$3,000.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$9,068.99 Terraxplorations Inc.
- \$19,999.00 Superior Contracting
- \$29,984.50 AA& A Demolition
- \$448,500.00 Hughes Plumbing and Utility Contractors
- **\$511,381.83** **Total cost for Phase 1**
- \$511,381.83 Total cost for Phase 1
- **(29)** **Total Number of Buildings/Structures**

JOSEPHINE ALLEN DEMOLITION - PHASE 2

- ----- Arc Document Solution (Printing Services)
- \$639.02 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$2,500.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$487,562.50 Complete Demolition Services, LLC
- **\$490,701.52** **Total cost for Phase 2**
- \$490,701.52 Total cost for Phase 2
- **(27)** **Total Number of Buildings/Structures**

Total Cost for Phase 1 and 2: \$1,002,083.35 @ 56 Structures = \$17,894.35 each

1101 Bishop Ave.
PARCEL ID: R022902440017001.000 (25 Structures) @ \$17,894.35 = \$447,358.65

1906 Franklin Dr., E.
PARCEL ID: R022902440004291.000 (18 Structures) @ \$17,894.35 = \$322,098.25

1900 Franklin Dr., E.
PARCEL ID: R022902440003200.000 (8 Structures) @ \$17,894.35 = \$143,154.75

1954 Bishop Ave.
PARCEL ID: R022902440018010.000 (5 Structures) @ \$17,894.35 = \$89,471.70

TOTAL ASSESSMENT COST FOR PHASE 1 AND PHASE 2 - \$1,002,083.35

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1900 Franklin Dr., E.

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1900 Franklin Dr., E.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1900 Franklin Dr., E.** to be **\$143,354.75** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$143,354.75** shall constitute a special assessment against the property at structure **1900 Franklin Dr., E.** and being that property more particularly described as follows:

BEG AT PT 462.37 FT W. OF SE COR LOT 5 BLK 4 WEST HIGH- LANDS DBK 156 P 594 CONT W 179 FT(S) TH S 519 FT(S) TH E 618 FT(S) TH NW 82 FT(S) TH SW 120 FT(S) TH NW 589.5 FT TO POB BEING IN LOT 3 GTG & R DIV ST LOUIS TRT DBK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel No.: **29 02 44 0 003 200.XXX**

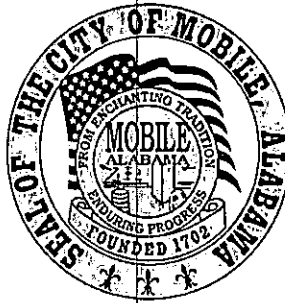
Owner: **MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1900 Franklin Dr., E.**, for the proposed amount of **\$143,354.75**.

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

Lisa C. Lambert
City Clerk

April 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-085-19

LOCATION:
1900 Franklin Dr. E

Dear Ms. Lambert:

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

Legal Description: BEG AT PT 462.37 FT W OF SE COR LOT 5 BLK 4 WEST HIGH- LANDS DBK 156 P 594 CONT W 179 FT(S) TH S 519 FT(S) TH E 618 FT(S) TH NW 82 FT(S) TH SW 120 FT(S) TH NW 589.5 FT TO POB BEING IN LOT 3 GTG & R DIV ST LOUIS TRT DBK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 200.XXX

Amount: ~~\$143,154.75~~ **\$143,354.75**

Assessed: MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

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

Sincerely yours,

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

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

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

JOSEPHINE ALLEN DEMOLITION - PHASE 1

- \$274.45 Arc Document Solution (Printing Services)
- \$554.89 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$3,000.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$9,068.99 Terraxplorations Inc.
- \$19,999.00 Superior Contracting
- \$29,984.50 AA& A Demolition
- \$448,500.00 Hughes Plumbing and Utility Contractors
- **\$511,381.83** **Total cost for Phase 1**
- \$511,381.83 Total cost for Phase 1
- (29) Total Number of Buildings/Structures

JOSEPHINE ALLEN DEMOLITION - PHASE 2

- ----- Arc Document Solution (Printing Services)
- \$639.02 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$2,500.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$487,562.50 Complete Demolition Services, LLC
- **\$490,701.52** **Total cost for Phase 2**
- \$490,701.52 Total cost for Phase 2
- (27) Total Number of Buildings/Structures

Total Cost for Phase 1 and 2: \$1,002,083.35 @ 56 Structures = \$17,894.35 each

1401 Bishop Ave.
PARCEL ID: R022902440017001.000 (25 Structures) @ \$17,894.35 = \$447,358.65

1906 Franklin Dr., E.
PARCEL ID: R022902440004291.000 (18 Structures) @ \$17,894.35 = \$322,098.25

1900 Franklin Dr., E.
PARCEL ID: R022902440003200.000 (8 Structures) @ \$17,894.35 = \$143,154.75

1954 Bishop Ave.
PARCEL ID: R022902440018010.000 (5 Structures) @ \$17,894.35 = \$89,471.70

TOTAL ASSESSMENT COST FOR PHASE 1 AND PHASE 2 - \$1,002,083.35

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1906 Franklin Dr., E.

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1906 Franklin Dr., E.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1906 Franklin Dr., E.** to be **\$322,298.25** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$322,298.25** shall constitute a special assessment against the property at structure **1906 Franklin Dr., E.** and being that property more particularly described as follows:

THAT PART OF GRANT SECTION 44 T4S R1W DESC AS FOLL BEG AT SE COR LOT 7 BLK 9 WEST HIGHLAND DBK 156/478 RUN ELY 810 FT(S) TH N 519FT(S) TH N 519 FT(S) TH WLY 1059 FT(S) TH SELY 498 FT(S) TO POB ALSO LOT 21 E 35 FT(S) LOT 22 & W 15 FT(S) LOT 20 BLK 4 OF WEST HIGHLANDS S/D DBK 156/478 LESS RD ROW #SEC 44 T4S R1W #MP29 02 44 0 #SEC 44 T4S R1W #MP29 02 44 0 004

Parcel No.: **29 02 44 0 004 291.XXX**

Owner: **MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622**

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

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

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 20, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1906 Franklin Dr., E.**, for the proposed amount of **\$322,298.25**.

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

Lisa C. Lambert
City Clerk

April 9, 2025

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-086-19

LOCATION:
1906 Franklin Dr. E

Dear Ms. Lambert:

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

Legal Description: THAT PART OF GRANT SECTION 44 T4S R1W DESC AS FOLL BEG AT SE COR LOT 7 BLK 9 WEST HIGHLAND DBK 156/478 RUN ELY 810 FT(S) TH N 519FT(S) TH N 519 FT(S) TH WLY 1059 FT(S) TH SELY 498 FT(S) TO POB ALSO LOT 21 E 35 FT(S) LOT 22 & W 15 FT(S) LOT 20 BLK 4 OF WEST HIGHLANDS S/D DBK 156/478 LESS RD ROW #SEC 44 T4S R1W #MP29 02 44 0 #SEC 44 T4S R1W #MP29 02 44 0 004

Parcel Number: 29 02 44 0 004 291.XXX

Amount: ~~\$322,098.25~~ **\$322,298.25**

Assessed: MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

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

Sincerely yours,

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

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

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

JOSEPHINE ALLEN DEMOLITION - PHASE 1

- \$274.45 Arc Document Solution (Printing Services)
- \$554.89 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$3,000.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$9,068.99 Terraxplorations Inc.
- \$19,999.00 Superior Contracting
- \$29,984.50 AA& A Demolition
- \$448,500.00 Hughes Plumbing and Utility Contractors
- **\$511,381.83 Total cost for Phase 1**
- \$511,381.83 Total cost for Phase 1
- **(29) Total Number of Buildings/Structures**

JOSEPHINE ALLEN DEMOLITION - PHASE 2

- ----- Arc Document Solution (Printing Services)
- \$639.02 Advertisements (Mobile, Huntsville, Birmingham, and Lagnaipe)
- \$2,500.00 Dorsey & Dorsey Engineering (Land Disturbance and Site Monitoring)
- \$487,562.50 Complete Demolition Services, LLC
- **\$490,701.52 Total cost for Phase 2**
- \$490,701.52 Total cost for Phase 2
- **(27) Total Number of Buildings/Structures**

Total Cost for Phase 1 and 2: \$1,002,083.35 @ 56 Structures = \$17,894.35 each

1401 Bishop Ave.
PARCEL ID: R022902440017001.000 (25 Structures) @ \$17,894.35 = \$447,358.65

1906 Franklin Dr., E.
PARCEL ID: R022902440004291.000 (18 Structures) @ \$17,894.35 = \$322,098.25

1900 Franklin Dr., E.
PARCEL ID: R022902440003200.000 (8 Structures) @ \$17,894.35 = \$143,154.75

1954 Bishop Ave.
PARCEL ID: R022902440018010.000 (5 Structures) @ \$17,894.35 = \$89,471.70

TOTAL ASSESSMENT COST FOR PHASE 1 AND PHASE 2 - \$1,002,083.35



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **May 12, 2025**

SUBJECT: WEED LIEN GROUP **1664**

Attached, please find Assessment Lists for Weed Lien Group Number **1664** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

5/20/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

6/24/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 5/22/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 6/5/2025

LEGAL NOTICE ADS: 6/11/2025-6/18/2025

POSTING DATE: 6/17/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1664			Res. No.	
5/20/2025		LOTS TO BE DECLARED			58-	
6/24/2025		LOTS FOR PUBLIC HEARING			58-	
//2025		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	7161 Tenth St	47905	50199		7	
2	1353 Hill Ave	47423	50201		2	
3	1330 Adams St	44372	50202		2	
4	401 Calhoun St	46057	50203		2	
5	2760 Club House Rd	47641	50204		3	
6	1158 Newman Lane	47837	50206		2	
7	0 Newman Lane	41534	50208		2	
	Par. No. (22 08 44 0 019 244.XXX)					
8	2300 Hoppin St	48117	50209		3	
9	927 Nellie St	43056	50210		3	
10	1503 Stewart Rd	48830	50211		3	
11	1702 Brill Rd	39922	50212		3	
12	1251 Stewart Rd	48924	50213		3	
13	1002 Alba St	48915	50214		3	
14	1711 Butler St	48909	50215		1	
15	315 Erwin St	49518	50216		1	
16	2763 Gonzales Rd	49184	50299		3	
17	1556 Illinois St	43293	50300		2	
18	313 Carstens St	49206	50308		2	
				\$ -		
Numbers of lots cut				Numbers of lots cut		
District total for this group						
1	2			1		
2	7			2		
3	8			3		
4	0			4		
5	0			5		
6	0			6		
7	1			7		
	18				0	
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Marchetta, Jante 5-13-25
 Gary Lachar 5-13-25

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1664** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **24th day of June, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: May 2, 2025

SUBJECT: Weed Lien Group 1663 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1663**. Please place these on the City Council's Agenda for **May 13, 2025**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN					
		CONTRACT NUMBER				5349	
		1663				Res. No.	
2/25/2025		LOTS TO BE DECLARED				58-405	
4/1/2025		LOTS FOR PUBLIC HEARING				58-533	
5/13/2025		LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A	
No.	Address	CASE #	CASE #	Assessed		CBO	
1	551 Kent St	46014	47709	\$ 385.00	1		
2	1867 Prichard Ave/0 Noble C Beasley Ave Par. No. (29 02 44 0 014 294.001)	30147	47710	\$ 50.00	1	CBO	
3	2066 Gibson St	44338	47711	\$ 315.00	1		
4	904 Cherry St	46410	47712	\$ -	2	CBD	
5	331 Smith St	46260	47713	\$ 770.00	1		
6	282 Laurel Dr	46339	47714	\$ 280.00	2		
7	2905 Edgewood St	46162	47715	\$ 315.00	1		
8	301 Laurel Dr	46158	47716	\$ 175.00	2		
9	3919 Moffett Ct	45027	47717	\$ 350.00	7		
10	4014 Sonia Ct	45906	47718	\$ 50.00	3	CBO	
11	1005 Center St	43268	77719	\$ 385.00	2		
12	1700 Bolden St	44069	47720	\$ 50.00	1	CBO	
13	1868 Mott Dr N	36522	47721	\$ 50.00	1	CBO	
14	705 Dr Thomas Ave N	45371	47722	\$ 563.00	2		
15	1422 Wellington St	45441	47723	\$ 50.00	1	CBO	
16	901 Dr Thomas Ave N	45372	47724	\$ 636.00	2		
17	700 Dr Thomas Ave S	45375	47725	\$ 350.00	2		
18	1226 North Dr	42259	47726	\$ 689.63	3		
19	3002 First Ave	45703	47727	\$ 480.00	1		
				\$ 5,943.63			
Numbers of lots cut			Numbers of lots cut				
District total for this group			1	5			
1	9		2	6			
2	7		3	1			
3	2		4	0			
4	0		5	0			
5	0		6	0			
6	0		7	1			
7	1				13		
19							
*ADD Added in from other Groups							
*CBO Cut By Owner							
*N/A Taken out by Inspector							

Sandy Jackson 5-4-25
Marchetta Jante 5-4-25



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **BISCOE LEON V**
Address: **138 GREISON TRL APT 5212**
City, State, Zip: **NEWNAN, GA 30263**
Group Number: **1663** Item # **1**

Lot Description: **LOT 119 GENERAL GORGAS PL MBK 4/663 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 229.XXX) 551 KENT ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,149	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 385.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

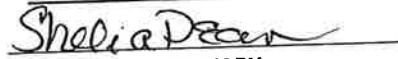
May 2, 2025

Lot Owner: **NICKYS INVESTMENT GROUP LLC**
Address: **3357 BROOKLYNS WAY W**
City, State, Zip: **SEMMES, AL 36575**
Group Number: **1663** Item # **2**

Lot Description: **LOT 1 BEY ESTATES MBK 133/76 (29 02 44 0 014 294.001) 1867 PRICHARD AVE/ 0 NOBLE BEASLY AVE**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	145,579	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **PRECISE REALTY LLC**
Address: **P. O. BOX 180482**
City, State, Zip: **MOBILE, AL 36618-0474**
Group Number: **1663** Item # **3**

Lot Description: **LOT 58 TOULMINVILLE MANOR MBK 4 PG 180 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 176.XXX) 2066 GIBSON ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,024	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 315.00

Shelia Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Issac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2025

Lot Owner: **LEONARD GOERGE E JR**
AS TRUSTEE OF THE
ROBERT JR & CLEO WEEKS

Address: **1126 E 90TH ST**

City, State, Zip: **LOS ANGELES, CA 90002**

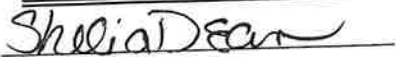
Group Number: **1663** Item # **5**

Lot Description: **LOT 33 OF PPTY FORMERLY OF THOMAS H SMITH LOC IN W 1/2 OF NW 1/4 OF SEC 18 T4S R1W DBK 156 N S PGS 404-7 SD LOT BEING SITUATED ON W/S OF JASPER ST S OF MOFFAT RD #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 064.XXX) 331 SMITH ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025

Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,188	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	85	\$ 7.00	\$ 595.00
Total Project Cost:				\$ 770.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **JONES ROBERTA**
C/O MARGARET STALLWORTH
address: **195 PINE ST**
City, State, Zip: **CATONMENT, FL 32533-1250**
Group Number: **1663** Item # **6**

Lot Description: **LOTS 24 & 25 BLK 5 HARTWELL PL MBK 3 PG 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 311.XXX) 282 LAUREL DR.

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,114	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 280.00

Shelia Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Sam Foster
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **PIERCE ARTHUR ROBERT**
C/O KATRINA & TAVARES DAVIS
Address: **8540 DENISE CIR**
City, State, Zip: **EIGHT MILE, AL 36613**
Group Number: **1663** Item # **7**

Lot Description: **LOT 3 BLK N NEESE ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 112.XXX) 2905 EDGEWOOD ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,032	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 315.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Angela
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
 Lot Cleaning Invoice
 May 2, 2025

Lot Owner: **KINGSIZE ENTERPRISES INC**
 Address: **615 HOSANNA RD**
 City, State, Zip: **GRIFFIN, GA 30223-5864**
 Group Number: **1663** Item # **8**

Lot Description: **LOTS 52 & 53 BLK 4 HARTWELL PLACE MBK 3/315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 267.XXX) 301 LAUREL DR**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
 Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,205	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
 SECRETARY

Marchetta Jantz
 INSPECTOR

[Signature]
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2025

Lot Owner: **RABB DAVEY E JR**
Address: **6804 NORFOLK CT**
City, State, Zip: **MOBILE, AL 36608-4224**
Group Number: **1663** Item # **9**

Lot Description: **LOT 26 MANN HGTS MBK 6 P 474 & PT OF LOT 27 OF SD SUB DESC AS FOLL BEG AT NW COR OF LOT 27 TH RUN SWLY ALG DIV LINE OF LOTS 26 & 27 AT A DIS OF 132.19 FT TO SW COR OF SD LOT 27 TH RUN NELY ALG S/L OF SD LOT 27 A DIS OF 35 FT TO A PT TH RUN NLY IN A STRAIGHT LINE TO POB #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 064.XXX) 3919 MOFFETT CT**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,806	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 350.00

Shelia Dean
SECRETARY

Margherita Joute
INSPECTOR

James R. Rabb
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 2, 2025

Lot Owner: **PASTEUR RODERICK W**
Address: **938 FOREST HILL DR**
City, State, Zip: **MINNEOLA, FL 34715**
Group Number: **1663** Item # **10**

Lot Description: **FROM TH NE COR OF LOT 2 SONIA CT AS PER MBK 6 PG 440 RUN S 6 DEG 50 SEC W ALG TH W/L OF SONIA CT 225 FT TO TH POB OF TH PPTY HEREIN DESC TH CONT S 6 DEG 50 MIN W 110 FT TH N 83 DEG 10 MIN W 120.15 FT TH N 110.75 FT TH S 83 DEG 10 MIN E 133.07 FT TH POB #SEC 40 T5S R1W #MP32 11 40 0 001 (32 11 40 0 001100.XXX) 4014 SONIA CT**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	12,345	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marahetta Carter
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 2, 2025

Lot Owner: **PURIFOY NATHANIEL**
Address: **1015 SUSIE ANSLEY ST**
City, State, Zip: **MOBILE, AL 36610**
Group Number: **1663** Item # **11**

Lot Description: **LOT 3 BLK B SURVEY OF PART DIV 7 OSG&E SUB OF ST LOUIS TRT (BROWNS S/D) DBK 75 PG 259 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 467.XXX) 1005 CENTER ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,986	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 385.00

Shelia Dean
SECRETARY

Margherita J. J. J.
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **MAULDIN PAMELA**
Address: **77 ACACIA ST**
City, State, Zip: **MOBILE, AL 36607-2610**
Group Number: **1663** Item # **12**

Lot Description: **LOT 28 BLK 3 LINCOLN PARK MBK 4 P 260 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 068.XXX) 1700 BOLDEN ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,300	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2025

Lot Owner: **CANNON RUBEN & DELOIS L**
Address: **1227 CHIMNEY TOP DR E**
City, State, Zip: **MOBILE, AL 36695**
Group Number: **1663** Item # **13**

Lot Description: **LOT 16 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 518.XXX) 1868 N MOTT DR**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,778	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Deav

SECRETARY

Margaretta J. Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

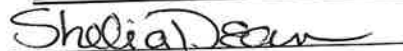
May 2, 2025

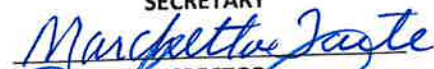
Lot Owner: **EARL WANDA A, MONIQUE T**
EARL-LEWIS & JOHN C EARL
Address: **P. O. BOX 93166**
City, State, Zip: **ATLANTA, GA 30377-0166**
Group Number: **1663** Item # **14**

Lot Description: **LOT 3 BLK 2 HAPPY HILL SUB MBK 4 P 431-432 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 124.XXX) 705 S DR THOMAS AVE**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,775	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 563.00


SECRETARY


INSPECTOR


SUPERVISOR



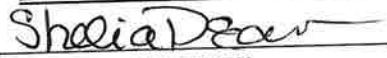
MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **WHAT A LIFE ENTERPRISES LLC**
C/O WENDY AUSTIN LET
Address: **31321 JESSIE RD**
City, State, Zip: **SPANISH FORT, AL 36527**
Group Number: **1663** Item # **15**

Lot Description: **THE SE 37 FT OF LOT 7 BLK C MCCANTS SUBD MBK 6 PG 165-166 #SEC 44 T4S R1W #MP29
02 44 0 013 (29 02 44 0 013 033.001) 1422 WELLINGTON ST**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,550	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **WHITE ROBERT LEE
& CAROLYN**
Address: **901 N DR THOMAS AVE**
City, State, Zip: **MOBILE, AL 36610**
Group Number: **1663** Item # **16**

Lot Description: **LOT 30 BLK 2 HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 0173 (29
02 44 0 017 100.XXX) 901 DR THOMAS AVE N**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,120	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 636.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **DAILEY JOHN H & WILLIE B**
C/O NIKITA DIXON
Address: **703 DR THOMAS AVE S**
City, State, Zip: **PRICHARD, AL 36610**
Group Number: **1663** Item # **17**

Lot Description: **LOTS 65 & 66 BLK 2 HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 017**
(29 02 44 0 017 073.XXX) 700 DR THOMAS AVE S

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,483	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 350.00

Shelia Dean
SECRETARY

Marchetta J. J. J.
INSPECTOR

Harry J. J.
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **THOMAS ROBERT V & ANNIE M**
Address: **1226 NORTH DR**
City, State, Zip: **MOBILE, AL 36605-3508**
Group Number: **1663** Item # **18**

Lot Description: **LOT 13 & 14 BLK 9 RESUB OF BAY DIV OF SHORE ACRES DBK 156 P 510 #SEC 40 T5S R1W
#MP32 05 40 0 002 (32 05 40 0 002 070.XXX) 1226 NORTH DR**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		32,450	\$ 0.0125	\$ 405.63
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		8	\$ 3.00	\$ 24.00
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 689.63



SECRETARY


INSPECTOR


SUPERVISOR



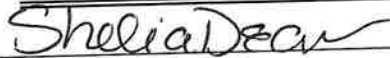
MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 2, 2025

Lot Owner: **LEVINE ABE LEE**
Address: **517 OSAGE ST**
City, State, Zip: **MOBILE, AL 36617-3862**
Group Number: **1663** Item # **19**

Lot Description: **LOT 10 BLK A BOOKER T WASHINGTON GDNS MBK 4 P 208 #SEC 44 FT4S R1W #MP29 02 44 0 012 (29 02 44 0 012 126.XXX) 3002 FIRST AVE**

Nuisance Date: 2/25/2025 Posting Date: 3/25/2025 Hearing Date: 4/1/2025
Date lot was cut: 4/24/2025 Contractor: Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,000	\$ 0.0125	\$ 150.00
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 480.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1663** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

April 2025 FFOM – Cary J. Hunter (Emp #8772)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	JARED.PARKER@CITYOFMOBILE.ORG
Name of Nominee	Cary J. Hunter
Rank of Nominee	FireMedic Captain
Assignment of Nominee	Admin
Date of Incident	Feb 28, 2025
Meritorious Period (To and From)	2/14-3/4
Type of Award being requested	Employee of the Month
Summary of Incident / Action	I cannot say enough about Capt. Hunters hard work and dedication to this department and the citizens we serve. I would like to submit his name for Firefighter of the Month for February or March to recognize his actions taken on a daily basis to ensure that not only are his daily duties performed but also EMS equipment, drug boxes, Narcotic refills, Mentoring and training other EMS Captains as well as being supportive of field personnel by listening and taking action on needs and request as he is able to in an effort to meet their needs but also help ensure we are providing the highest level of care to our customers. The submission of his name is long overdue as he has been an asset to this department and the citizens we serve for his entire career. He goes above and beyond expectations on a daily basis to ensure all needs are met.
Name of Originator	Jared Parker
Rank of Originator	Chief
Assignment of Originator	Admin
I certify that the fact contained in the summery are both known to me and are a matter of record.	Jared Parker

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **\$2,000.00** to **Gulf Coast Caribbean Carnival Association**, from the District 7 Discretionary Fund (10041020 42080); and

WHEREAS, **Gulf Coast Caribbean Carnival Association**, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to **Gulf Coast Caribbean Carnival Association**, will be used to assist with the Gulf Coast Caribbean Carnival Memorial Day Weekend 2025.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,000.00** to **Gulf Coast Caribbean Carnival Association**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

c#5376



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

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

Purpose and Scope of Project:

Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:

\$50,000.00

Funding Source

C0441

ATTACHMENTS:

1. 2025-3005-22 2025 Surveying Services Master Agreement (McCrory & Williams, Inc.) contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 Surveying Services Master Agreement (D1-7);

COM Project# 2025-3005-22

PROJECT #: C0441 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$50,000.00

VENDOR NAME: McCrary & Williams, Inc.

VENDOR NUMBER: 132093

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 5/14/2025

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 **McCrory & Williams, Inc.**, for work as outlined in the contract attached hereto, regarding
2025 Surveying Services Master Agreement, 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: McCrory & Williams, Inc.
Project Name: 2025 Surveying Services Master Agreement (D1-7)
COM Project # 2025-3005-22
Cost: \$50,000.00

Adopted:

City Clerk



**2025 SURVEYING SERVICES
MASTER AGREEMENT**

PROJECT NO. 2025-3005-22

ENGINEER:

McCRORY & WILLIAMS, INC.

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2025, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and McCrory & Williams, Inc. ("Consultant").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

This Agreement will cover professional surveying and consultant services to assist the City Engineering Department in performance of its duties throughout the City.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference. Each Task Order may be accompanied by a Scope of Services checklist. Requirements for other types of surveys will be determined by the City Engineer. The consultant will provide services such as, but not limited to, the following:

- Boundary Surveys, Topographic Surveys
- Right of Way Surveys, Specific Purpose Surveys
- Subdivisions
- Control Surveys
- Record or As-built Surveys
- Bathymetric or Hydrographic Surveys
- Quantity Surveys
- Vertical Control Surveys
- Prepare Legal Descriptions and Sketches for Drainage and Utility Easements, etc.
- Assist the City in Right of Way Acquisitions
- Produce Drawings, Maps or Plats

All instruments or documents should adhere to the current Standards of Practice for Surveying in the State of Alabama or to current ALDOT standards. The City reserves the right to require more stringent standards based on conditions or requirements of the project.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order Proposal containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

2.4 Each Task Order shall include a Not to Exceed amount and will be based on the hourly rate schedule located in Attachment A of this Agreement. That amount shall not be exceeded even if Consultant's rates increase due to either an adjustment to its overhead rate or any other cause.

2.5 Once a Task Order has been approved, the Consultant will be given a Notice to Proceed. Consultant shall not begin performing Services under any Task Order unless and until Consultant receives a formal written Notice to Proceed from the City. Consultant Services will begin within ten (10) days of Notice to Proceed.

3 INVOICING AND PAYMENT

For the performance by the Consultant of the services provided for in this Agreement, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the Consultant in connection with this Agreement, and subject to conformity with all provisions of this Agreement, the City will pay the Consultant on a time and materials basis as follows:

3.1 Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and reimbursable expenses incurred, if any. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) work days from the date of invoice.

3.2 The maximum amount payable to the Consultant for the work provided under this Agreement, including work performed by subcontractors or sub consultants, shall not exceed \$50,000.00.

3.3 Compensation to be paid to the Consultant for providing the professional services described in each Task Order shall have a Not to Exceed amount specifically for each Task Order and be in accordance with the rate schedule in Attachment C.

3.4 The City reserves the right to audit Consultant's records related to any invoice or Task Order to ensure the accuracy of charges and compliance with the terms of this Agreement. If any invoice or portion thereof is found to be unsupported or inconsistent with this Agreement, the City may withhold payment until the discrepancy is resolved.

4 PERIOD OF PERFORMANCE

4.1 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.2 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

4.3 If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City, where applicable, shall obtain or arrange for the following:

5.3.1 All relevant published advertisements for bids;

5.3.2 Unless otherwise provided in the Task Order, all necessary land, easements, and rights-of-way; and

5.3.3 City shall pay for any costs associated with the above items, as provided in the Task Order.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The Consultant, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, applicable local ordinances, and will ascertain the practices of the City prior to beginning any work on this project. All work required under this Agreement will be performed in accordance with these standards and practices and any special requirements set forth in each Task Order.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been effected 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 in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how, templates, calculations, and other instruments of service used to prepare the Work Product shall remain the property of Consultant. However, Consultant grants to City a non-exclusive, royalty-free, irrevocable license to use, reproduce, and adapt such methodologies and instruments of service internally in connection with the operation, maintenance, and future planning of City projects.

10 INSURANCE

A. INSURANCE- For the duration of this Agreement, CONSULTANT shall maintain the following minimum amounts for each Project: All insurance policies shall remain in full force

and effect for the duration of each Task Order, regardless of whether the Master Services Agreement has expired, unless otherwise approved by the City in writing.

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 Consultant .
- 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.

B. 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, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates annually or upon renewal to the City of Mobile.

11 INDEMNITY

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

against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. Consultant shall also have a duty to defend the City against any and all third-party claims that arise out of the Consultant's non-professional services, including claims for bodily injury or property damage, to the extent such claims are attributable to the Consultant's fault or that of its subcontractors or agents.

The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Ala. Code (1975).

12 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional. All work must be overseen by a Registered Professional Surveyor licensed in the State of Alabama.

13 E-VERIFY

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

14 SOURCE OF FUNDS FOR PAYMENT

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

15 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>. shall use TUC as an essential component to project management with the City of Mobile.

16 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from the City of a written notice of resumption of the Services. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

17 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination. Upon termination, City shall be entitled to retain and use, without further payment, any partially completed deliverables, drawings, plans, data, or other work product prepared by Consultant up to the effective date of termination, provided such use is consistent with the intended purpose and subject to the rights granted under this Agreement.

18 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E., forresterj@cityofmobile.org, 251-208-7243

CONSULTANT

McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Attn: Randall C. LeCroy, P.L.S., rlecroy@mcwinc.com, 251-476-4720

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

19 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

20 MISCELLANEOUS

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

20.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

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

20.4 **Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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

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

20.7 **Venue, Jurisdiction and Process.** The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all

objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

20.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

20.10 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.

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

20.12 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.

20.13 Anti-Discrimination Clause The 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.

20.14 Seal. This Agreement is executed under Seal by the Consultant.

21 ATTACHMENTS

- A Task Order
- B Change Order
- C Hourly Rate Schedule
- D Insurance Certificate
- E E-Verify Affidavit
- F E-Verify Registration Printout
- G Secretary of State Registration
- H DBE Waiver

McCrory & Williams, Inc.



STATE OF ALABAMA
CITY OF MOBILE

By: Carah Vuncannon

Print: CARAH VUNCANNON

Its: President

Address: 3207 INTERNATIONAL DRIVE
Suite G
Mobile, AL 36606

Telephone: 251-476-4720



I, JIMMY E. ROGERS, a Notary Public in and for said State and County, hereby certify that CARAH VUNCANNON, whose name as PRESIDENT 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.

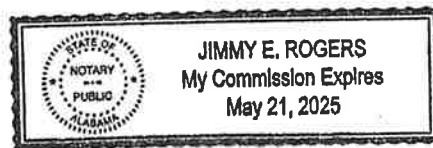
Given under my hand and notarial seal on this the 5th day of MAY, 2025.

Jimmy E. Rogers
NOTARY PUBLIC

My Commission Expires: 5/21/2025

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor



ATTEST:

By: _____
Its City Clerk
Print: _____

Attachment A
TASK ORDER NUMBER: _____

Contract No. _____
Project No. 2025-3005-22

This Task Order is made this the ____ day of _____, 2025, by and between The City of Mobile (“City”) and McCrory & Williams, Inc. of Mobile, Inc.(“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ____ day of _____, 2025, (“Agreement”), which incorporated this Task Order by reference.

1. The Engineering Project Number for this Task Order is 2025-3005-22. The Engineering Project Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.
2. The Services to be performed by Consultant, the Project Schedule, The Deliverables, and the Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in the Consultant’s proposal that has been accepted by the City Engineer, attached hereto and incorporated herein by reference. A Scope of Services checklist may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

CONSULTANT

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment B

CHANGE ORDER

Contract No. _____
Project No. 2025-3005-22
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 2025 (“Agreement”) between the City of Mobile (“City”) and McCrory & Williams, Inc. (“Consultant”), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in Consultant’s Compensation:

All other terms and conditions remain unchanged.

CITY

CONSULTANT

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2025

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: 251-626-1237 (A/C, No, Ext): E-MAIL: Lad@LadDragoInsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 251-243-4174 NAIC # 25178 25143
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INSURED
McCrory & Williams Inc
3207 International Drive Suite G

Mobile AL 36606

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

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

INSR LTR	TYPE OF INSURANCE	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 \$	
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL	03/06/2025	09/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					593 3851-C10-01C	03/10/2025	09/10/2025	BODILY INJURY (Per person) \$
					576 6063-D01-01E	04/01/2025	10/01/2025	BODILY INJURY (Per accident) \$
599 0870-B21-01A	02/21/2025	08/21/2025	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/A	Y	93-B7-T512-6	08/08/2024	08/08/2025
E.L. EACH ACCIDENT \$ 1,000,000								
E.L. DISEASE - EA EMPLOYEE \$ 1,000,000								
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	10/10/2024	10/10/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 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 Name: 2025 Surveying Services Master Agreement

Project Number: 2025-3005-22

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

City of Mobile
PO Box 1827

Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katie Lennicy

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2025

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	CONTACT NAME: Jackie Murk	
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
2081 Columbiana Road	E-MAIL ADDRESS: jmurk@risk-strategies.com	
Birmingham	AL 35242	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McCrary & Williams, Inc.	INSURER A: Beazley America Insurance Company, Inc.	16510
3207 International Dr.	INSURER B:	
Suite G	INSURER C:	
Mobile	INSURER D:	
AL 36606	INSURER E:	
	INSURER F:	

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

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

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

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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Attachment C
RATE SCHEDULE

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

Attachment E
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VANCEANNA (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, 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.

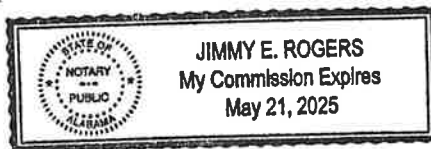
I further attest that said MCCRARY & WILLIAMS, INC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vanceanna
CEO of MCCRARY & WILLIAMS, INC

Sworn to and subscribed before me this the 5th day of MAY, 2025.

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

Jimmy E. Rogers
Signature and Seal of Notary Public



Attachment F

E-VERIFY REGISTRATION PRINTOUT



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

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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

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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



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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(i)) 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.



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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	Fax Number:	(251) 476 - 4721
Telephone Number:	(251) 476 - 4720		
E-mail Address:	tdorriety@mcwinc.com		

Attachment G

SECRETARY OF STATE REGISTRATION



Alabama Secretary of State

00003882
MOBILE
AL 36606

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 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 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	
<u>Purchase Document Copies</u>	
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](#)

Attachment H
DBE WAIVER



City of Mobile

Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-22 Current Date 05/06/25

Project Description: 2025 Surveying Services Master Agreement

Total Estimated Value of the Project: \$50,000.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. The work required on this contract requires specific and special

License and Certifications.

Requested By (City Engineer)

John Forrester

(Signature) 	(Title) City Engineer	(Date) 05/06/2025
Telephone Number 251-208-7243		(Email) forresterj@cityofmobile.org
Reviewed By (Office of Supplier Diversity) 	Small Business Development Manager	05/06/2025
(Signature)	(Title)	(Date)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Emergency Equipment Professional Inc for engine repairs for 2016 Rosenbauer pumper apparatus for MFRD.

Amount of Contract:

\$27,155.93

Funding Source

General fund

ATTACHMENTS:

1. 20250512 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc for engine repairs
for 2016 Rosenbauer pumper apparatus for MFRD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$27,155.93

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: 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>23697,</u> <u>24150</u>	2025	(1510) FIRE ADMINISTRATION	ENGINE REPAIRS FOR 2016 ROSENBAUER PUMPER APPARATUS FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$27,155.93	(294963) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL,</u> <u>INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	E-52 / asset 75009; HEAD, NEW #559501, AFTER MARKET PART; PER QUOTE 223076 Vendor Item	1.00 EACH	3382.76000	3382.76
1	1000.30.15.1510.1522.1510.0000.0000.45050.			3382.76
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	E-52 / asset 75009; KIT, COOLER, EGR, VERTICAL, OME PART, P/N CMS-5566887; PER QUOTE 223076 Vendor Item	1.00 EACH	1788.75000	1788.75
1	1000.30.15.1510.1522.1510.0000.0000.45050.			1788.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	E-52 / asset 75009; KIT, UPPER HEAD GASKET. OME PART, P/N CMS-5579344; PER QUOTE 223076 Vendor Item	1.00 EACH	438.11000	438.11
1	1000.30.15.1510.1522.1510.0000.0000.45050.			438.11
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
004	E-52 / asset 75009; SEAL, O-RING, INJECTOR, P/N CMS-3867471; PER QUOTE 223076 Vendor Item	6.00 EACH	2.49000	14.94
1	1000.30.15.1510.1522.1510.0000.0000.45050.			14.94
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	E-52 / asset 75009; SEAL, FUEL INJECTOR, P/N CMS-3937142; PER QUOTE 223076 Vendor Item	6.00 EACH	4.25000	25.50
1	1000.30.15.1510.1522.1510.0000.0000.45050.			25.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	E-52 / asset 75009; CONNECTOR, FUEL INJECTOR SUPPLY, P/N CMS-2872288; PER QUOTE 223076 Vendor Item	6.00 EACH	79.18000	475.08
1	1000.30.15.1510.1522.1510.0000.0000.45050.			475.08
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	E-52 / asset 75009; LABOR; PER QUOTE 223076 Vendor Item	1.00 EACH	4950.00000	4950.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			4950.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	E-52 / asset 75009; COOLANT, RED 50/50 EXT LIFE, P/N FLT-PTAF-2301R; PER QUOTE 223076 Vendor Item	14.00 EACH	17.70000	247.80
1	1000.30.15.1510.1522.1510.0000.0000.45050.			247.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 6
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	E-52 / asset 75009; NEW CROSSHEAD 3943445, AFTER MARKET; PER QUOTE 223076 Vendor Item	12.00 EACH	12.62000	151.44
1	1000.30.15.1510.1522.1510.0000.0000.45050.			151.44
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 7
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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010	E-52 / asset 75009; SHOP SUPPLIES; PER QUOTE 223076 Vendor Item	1.00 EACH	55.00000	55.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			55.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

011	FREIGHT	1.00 EACH	275.00000	275.00
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Additional Description Notes

E-52 / asset 75009; PER QUOTE 223076
 ESTIMATE
 Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 8
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.45050.			275.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

012 E-52 / asset 75009; INJECTOR	3.00	119.89000	359.67
WIRING PASS THRU; PER QUOTE 223076	EACH		
Vendor Item			

1 1000.30.15.1510.1522.1510.0000.0000.45050.	359.67
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023697-00 FY 2025 PO 25008447 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 9
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36607			

Requisition Link

Requisition Total	12164.05
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	12164.05	5058370.65
FIRE SUPPRESSION DIV EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	05/01/25	DONALD ROSE	Auto approved by: 910519540
Approved	05/01/25	SANDRA LEWIS	Auto approved by: 910519540
Approved	05/01/25	STEVEN KRONINGER	
Approved	05/01/25	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	05/01/25	CLAUDE BUERGER IV	Auto approved by: 910519540
Approved	05/01/25	ANNE FOLEY	Auto approved by: 910519540
Approved	05/01/25	JOHN PAINE	Auto approved by: 910519540

Authorized By: _____ Date: _____

Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024150-00 FY 2025 PO 25008833 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	E-52 / asset 75009: FUEL INJECTORS; PER QUOTE 223186 Vendor Item	6.00 EACH	761.46000	4568.76
1	1000.30.15.1510.1522.1510.0000.0000.45050.			4568.76
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	E-52 / asset 75009: KIT, OVERHAUL LOWER; PER QUOTE 223186 Vendor Item	1.00 EACH	4635.38000	4635.38
1	1000.30.15.1510.1522.1510.0000.0000.45050.			4635.38

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024150-00 FY 2025 PO 25008833 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	E-52 / asset 75009: COUNTER, BORE CUT; PER QUOTE 223186 Vendor Item	1.00 EACH	2300.00000	2300.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2300.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024150-00 FY 2025 PO 25008833 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	E-52 / asset 75009: CHEVFRON DELO 400 15W40, RDY-257004981; PER QUOTE 223186 Vendor Item	7.00 EACH	29.04000	203.28
1	1000.30.15.1510.1522.1510.0000.0000.45050.			203.28
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	E-52 / asset 75009: GOLD OAT ETENDED LIFE COOLANT, FLT-PTAF-2401; PER QUOTE 223186 Vendor Item	14.00 EACH	16.57000	231.98
1	1000.30.15.1510.1522.1510.0000.0000.45050.			231.98

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024150-00 FY 2025 PO 25008833 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
006	E-52 / asset 75009: LABOR; PER QUOTE 223186 Vendor Item	1.00 EACH	3052.50000	3052.50
1	1000.30.15.1510.1522.1510.0000.0000.45050.			3052.50

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024150-00 FY 2025 PO 25008833 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total	14991.90
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	14991.90	5058370.65
FIRE SUPPRESSION DIV EXP	REPAIR PARTS	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	DONALD ROSE	Auto approved by: 910519540
Approved	05/09/25	SANDRA LEWIS	Auto approved by: 910519540
Approved	05/09/25	STEVEN KRONINGER	
Approved	05/09/25	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	05/09/25	CLAUDE BUERGER IV	Auto approved by: 910519540
Approved	05/09/25	ANNE FOLEY	Auto approved by: 910519540
Approved	05/09/25	JOHN PAINE	Auto approved by: 910519540

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford Transit cargo van for MFRD.

Amount of Contract:

\$48,740.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250513 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford Transit cargo
van for MFRD.

Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,740.00

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: 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>21520</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD TRANSIT CARGO VAN FOR MFRD (AL STATE CONTRACT)	\$48,740.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021520-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 VANS, CARGO: 2025 FORD TRANSIT 150 CARGO VAN WITH 148" VAN MID-ROOF UP GRADE AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003128-10 Vendor Item	1.00 EACH	43337.00000	43337.00

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	43337.00
--	----------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

002 VANS, CARGO OPTIONS: UPGRADE W9C MEDIUM `ROOF HEIGHT UPGRADE AS PER STATE CONTRACT T-191 MA220000003128-10 Vendor Item	1.00 EACH	5063.00000	5063.00
--	-----------	------------	---------

1 7000.40.20.0000.0000.2070.0000.0000.47120.
--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021520-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E MP01522 .VEHICLEEXP.			5063.00

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

003	VANS, CARGO: DELIVERY FEE	170.00	2.00000	340.00
	MA220000003128-10	EACH		
	Vendor Item			

1	7000.40.20.0000.0000.2070.0000.0000.47120.			340.00
	E MP01522 .VEHICLEEXP.			

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021520-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
---	---	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 48740.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	48740.00	-2000965.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	48740.00	8192519.68
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/09/25	CHARLES SUMRALL	Approve Spec
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Queued	05/12/25	DONALD ROSE	Auto approved by: 910518244
Queued	05/12/25	SANDRA LEWIS	Auto approved by: 910518244
Queued	05/12/25	STEVEN KRONINGER	Auto approved by: 910518244
Queued	05/12/25	SAMANTHA COOLEY	Auto approved by: 910518244
Queued	05/12/25	CLAUDE BUERGER IV	Auto approved by: 910518244
Queued	05/12/25	ANNE FOLEY	Auto approved by: 910518244
Queued	05/12/25	JOHN PAINE	Auto approved by: 910518244

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford F350 Supercrew 4WD pickup truck for MFRD.

Amount of Contract:

\$54,612.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250513 Stivers2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford F350
Supercrew 4WD pickup truck for MFRD.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$54,612.00

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: 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>24227</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD F350 SUPERCREW 4WD PICKUP TRUCK FOR MFRD (AL STATE CONTRACT)	\$54,612.00	(292393) <u>STIVERS FORD</u> <u>LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024227-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	STATE CONTRACT- T191 CONTRACT NUMBER- 220000003128-34 TRUCK, PICKUP, FORD F350 SUPER CREW 4X4 PICKUP- MODEL W3B AS PER STATE OF ALABAMA CONTRACT T-191, MA2200003218-34 Additional Description Notes	1.00 EACH	50402.00000	50402.00
-----	--	--------------	-------------	----------

TRUCK, PICKUP, FORD F350 SUPER CREW 4X4 PICKUP- MODEL W3B

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			50402.00
---	--	--	--	----------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	TRUCK, PICKUP, UPGRADES; WITH 18B, M52B, 43C, 53W, 160 BED, 99N,	1.00 EACH	3870.00000	3870.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024227-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

AS SEATSZ1 OXFORD WHITE, BL2 BED
 LINER, PLATFORM RUNNING BOARDS,
 TOWCOMMAND INTERGRATED TRAILER
 BRAKE CONTROLLER, 120V/400W OUTLET,
 5TH WHEEL/GOOSENECK HITCH PREP
 PACKAGE, 7.3L V8 430HP GAS ENGINE,
 SPRAY-IN BEDLINER
 Additional Description Notes

TRUCK, PICKUP, UPGRADES; PLATFORM RUNNING BOARDS, TOWCOMMAND INTERGRATED
 TRAILER BRAKE CONTROLLER, 120V/400W OUTLET, 5TH WHEEL/GOOSENECK HITCH PREP
 PACKAGE, 7.3L V8 430HP GAS ENGINE, SPRAY-IN BEDLINER

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	3870.00
--	---------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 DELIVERY CHARGE	1.00 EACH	340.00000	340.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024227-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 3

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Additional Description Notes			

DELIVERY CHARGE

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	340.00
--	--------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Requisition Link

Requisition Total	54612.00
-------------------	----------

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	54612.00	-2000965.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	54612.00	8192488.03
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford F350 Super Crew 4WD pickup truck for MFRD.

Amount of Contract:

\$54,612.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250513 Stivers3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford F350 Super
Crew 4WD pickup truck for MFRD.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$54,612.00

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: 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>24229</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD F350 SUPERCREW 4WD PICKUP TRUCK FOR MFRD (AL STATE CONTRACT)	\$54,612.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024229-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	STATE CONTRACT- T191 CONTRACT NUMBER- 220000003128-34 TRUCK, PICKUP, FORD F350 SUPER CREW 4X4 PICKUP- MODEL W3B AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-34	1.00 EACH	50402.00000	50402.00
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1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			50402.00
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Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	TRUCK, PICKUP, UPGRADES; 18B, 52B, 43C 53W, WHEELBASE 160, 99N, OXFORD WHITE, AS INTERIOR, BL3, PLATFORM RUNNING BOARDS, TOWCOMMAND INTERGRATED TRAILER	1.00 EACH	3870.00000	3870.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024229-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	BRAKE CONTROLLER, 120V/400W OUTLET, 5TH WHEEL/GOOSENECK HITCH PREP PACKAGE, 7.3L V8 430HP GAS ENGINE, SPRAY-IN BEDLINER Additional Description Notes TRUCK, PICKUP, UPGRADES; PLATFORM RUNNING BOARDS, TOWCOMMAND INTERGRATED TRAILER BRAKE CONTROLLER, 120V/400W OUTLET, 5TH WHEEL/GOOSENECK HITCH PREP PACKAGE, 7.3L V8 430HP GAS ENGINE, SPRAY-IN BEDLINER			
	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			3870.00

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 DELIVERY CHARGE	1.00 EACH	340.00000	340.00
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1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			340.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024229-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 54612.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	54612.00	-2000965.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	54612.00	8191111.09
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/09/25	CHARLES SUMRALL	Approve Spec
Approved	05/12/25	SHONNDA SMITH	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024229-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 4

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/12/25 CHERI BOUCHER	Auto	approved by: 910518244	
Approved	05/12/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	05/12/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	05/12/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	05/12/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	05/12/25 CLAUDE BUERGER IV	Auto	approved by: 9105paij	
Approved	05/12/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	05/12/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford F150 Super Crew 4WD pickup truck for MFRD.

Amount of Contract:

\$45,756.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250513 Stivers4 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford F150 Super
Crew 4WD pickup truck for MFRD.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$45,756.00

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: 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>24235</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD F150 SUPER CREW 4WD PICKUP TRUCK FOR MFRD (AL STATE CONTRACT)	\$45,756.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024235-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
STATE CONTRACT- T191				
CONTRACT NUMBER- 220000003128-34				
001	TRUCK, PICKUP, 2025 FORD F150 SUPERCREW 4X4 PICKUP WHITE IN COLOR PER STATE OF ALABAMA CONTRACT T-191, MA220000003128-15	1.00 EACH	41911.00000	41911.00
Additional Description Notes				
TRUCK, PICKUP, 2025 FORD F150 SUPERCREW 4X4 PICKUP				
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			41911.00
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604				
002	TRUCK, PICKUP, UPGRADES: W1L 103A XL EQUIPMENT GROUP: 17" SILVER	1.00 EACH	3505.00000	3505.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024235-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	ALUMINUM WHEELS, CHROME BUMPER, FOG LIGHTS, 5.0L V8 ENGINE, BLACK PLATFORM RUNNING BOARDS-XL TO HAVE OPTION PACKAGES W1L, 995, 18B 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			3505.00
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604				
003	DELIVERY CHARGE	1.00 EACH	340.00000	340.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			340.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024235-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 45756.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	45756.00	-2000965.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	45756.00	8191111.09
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/09/25	CHARLES SUMRALL	Approve Spec
Approved	05/12/25	SHONNDA SMITH	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024235-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 4

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/12/25 CHERI BOUCHER	Auto	approved by: 910518244	
Approved	05/12/25 DONALD ROSE	Auto	approved by: 9105paij	
Approved	05/12/25 SANDRA LEWIS	Auto	approved by: 9105paij	
Approved	05/12/25 STEVEN KRONINGER	Auto	approved by: 9105paij	
Approved	05/12/25 SAMANTHA COOLEY	Auto	approved by: 9105paij	
Approved	05/12/25 CLAUDE BUERGER IV	Auto	approved by: 9105paij	
Approved	05/12/25 ANNE FOLEY	Auto	approved by: 9105paij	
Approved	05/12/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford Transit cargo van for MFRD.

Amount of Contract:

\$50,830.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250513 Stivers5 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford Transit cargo van for MFRD.
Capital - Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$50,830.00

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: 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>21517</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD TRANSIT CARGO VAN FOR MFRD (AL STATE CONTRACT)	\$50,830.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021517-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 VANS, CARGO: 2025 FORD TRANSIT 150 CARGO VAN ELY OXFORD WHITE COLOR CODE YZ AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003128-10 Vendor Item	1.00 EACH	43337.00000	43337.00

1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01522 .CAPEQUIPMT.	43337.00
--	----------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

002 VANS, CARGO OPTIONS: UPGRADE VAN TO W3X HIGH ROOF OPTION PER STATE CONTRACT MA220000003128-10 Vendor Item	1.00 EACH	7153.00000	7153.00
--	--------------	------------	---------

1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01522 .CAPEQUIPMT.	7153.00
--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021517-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
003	VANS, CARGO: DELIVERY FEE MA220000003128-10 Vendor Item	170.00 EACH	2.00000	340.00
1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP01522 .CAPEQUIPMT.			340.00
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021517-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
---	---	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36604			

Requisition Link

Requisition Total	50830.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .CAPEQUIPMT.	50830.00	-2000965.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.	50830.00	8184567.24
MOTOR POOL EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/08/25	TRAVESIA AGEE	
Approved	05/08/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	05/09/25	SHONNDA SMITH	
Approved	05/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/13/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/13/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/13/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/13/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/13/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/13/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/13/25	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021517-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 4

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/25	292393				FIRE ADMINISTRATION

LN Description / Account Authorized By: _____	Qty	Unit Price	Net Price
Signature		Date: _____	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Sansom Equipment Co Inc for one 2025 8 cu yd rear load garbage truck for Sanitation Dept.

Amount of Contract:

\$167,970.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250514 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 2025 8 cu yd rear load
garbage truck for Sanitation Dept.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$167,970.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): + web

How many bidders submitted bids (if applicable): _____

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>23770</u>	2025	(F7000) MOTOR POOL	2025 8CU YD REAR LOAD GARBAGE TRUCK FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$167,970.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023770-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
Fax 251-631-3768

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
04/29/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER SOURCEWELL CONTRACT 110223-NWY AND SANSOM QUOTE SECQ8401 2025 OR NEWER NEW WAY DIAMONDBACK REAR LDR AS FOLLOWS: 8 CUBIC YARDS INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINNING IN HOPPER);STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE; AUTO-TRANS (HOT SHIFT W/OVERSPEED)W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NRR CHASSIS;FREIGHT Additional Description Notes	1.00 EACH	167970.00000	167970.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023770-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
04/29/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	2025 OR NEWER NEW WAY DIAMONDBACK REAR LDR AS FOLLOWS: 8 CUBIC YARDS INCLUDES LED BODY LIGHTS, SAFETY SHUTDOWN CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, INTERLOCK ON FRONT ACCESS DOOR, FIRE EXTINGUISHER 10LB., TRIANGLE KIT, 5.6" CAMERA, ZINC PLATED HYDRAULIC TUBES, QUICK PRESSURE CONNECT PORT, PLASTIC FENDERS, ONE YEAR BODY AND HYDRAULICS WARRANTY, TWO YEAR HYDRAULIC CYLINDER WARRANTY;BAYNE REVOLUTION CART TIPPER;ACRYLIC URETHANE ENAMEL WHITE;EXTENDED HOPPER LOAD SILL W/TIPPER SUPPORT BRACKET;LED WORK LIGHTS-(2) MOUNTED INSIDE UPPER TAILGATE SHINNING IN HOPPER);STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM-(2) ROUND LIGHTS MOUNTED UPPER TAILGATE; AUTO-TRANS (HOT SHIFT W/OVERSPEED)W/PUMP;QUICK CONNECT PRESSURE GAUGE;MOUNTING OF ONE CART TIPPER;NEW ISUZU NRR CHASSIS;FREIGHT			

AS REQUESTED BY: 2090-SANITATION

1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP02070 .CAPEQUIPMT.	167970.00
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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
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	167970.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023770-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
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Page 3

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
04/29/25	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E MP02070 .CAPEQUIPMT.		167970.00	1601240.07

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.		167970.00	8172435.34
MOTOR POOL EXP		EQUIPMENT (GREATER \$5000)	

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	04/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	04/30/25	CHARLES SUMRALL	
Approved	04/30/25	SHONNDA SMITH	
Approved	04/30/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/13/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/13/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/13/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/13/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/13/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/13/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/13/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

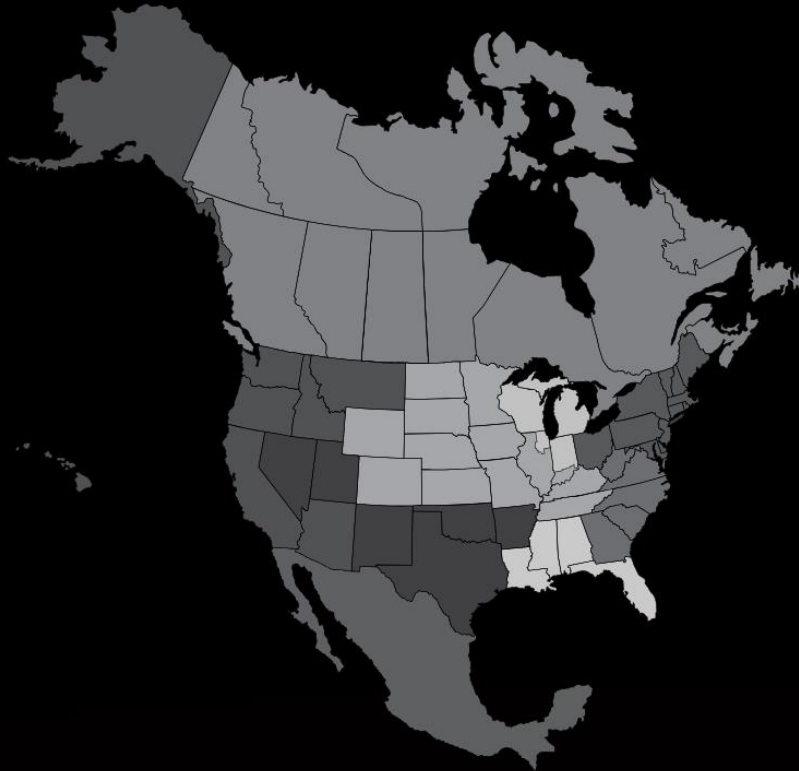
[ez!QC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

NORTH AMERICA DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.

Click the territory in the map below to learn which New Way Regional Sales Manager covers it. To determine your local distributor, select your state or province from the dropdown menu below the map or scroll down and find it.



Jump to a State or Province

Alabama To get started, contact your local New Way RSM: KEN BEUGGER

DISTRIBUTOR AREA OF RESPONSIBILITY

Sansom Equipment Co.
(800) 501-0757 - Birmingham
(800) 435-3044 - Mobile
[website](#)

Serving all counties.

Alaska To get started, contact your local New Way RSM: DAVE SHORT

DISTRIBUTOR LOCATOR

United States & Canada

International

- ↳ Australia
- ↳ Bermuda
- ↳ Canada
- ↳ Costa Rica
- ↳ Fiji
- ↳ Malaysia
- ↳ Mexico
- ↳ New Zealand
- ↳ Papua New Guinea
- ↳ Philippines
- ↳ Puerto Rico
- ↳ Republic of Indonesia
- ↳ Republic of Vanuatu
- ↳ West Indies

GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858

[Contact Us →](#)



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- 🌐 Translate to Engl
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- 🔖 Add page to Colle
- 🔗 Share
- 📷 Screenshot
- 🔍 View page source
- 🔍 Inspect

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Semoice Technology for 10 Axis Q18 bullet surveillance cameras with wall and pole camera mounts for Public Safety.

Amount of Contract:

\$17,020.30

Funding Source

General fund.

ATTACHMENTS:

1. 20250513 Semoice Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Semoice Technology

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Semoice Technology for 10 Axis Q18 bullet surveillance
cameras with wall and pole camera mounts for Public Safety.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,020.30

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: 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>24219</u>	2025	(1500) PUBLIC SAFETY ADMIN	10 AXIS Q18 BULLET SURVEILLANCE CAMERAS WITH WALL AND POLE MOUNTS FOR PUBLIC SAFETY (PRICE BELOW BID REQUIREMENT)	\$17,020.30	(<u>299175</u>) <u>SEMOICE</u> <u>TECHNOLOGY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024219-00 FY 2025 PO 25008969 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor
 SEMOICE TECHNOLOGY
 50 W SUNSET DR

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299175				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER QUOTE #010290.

001	RWILLIAMS@SEMOICE.COM SURVEILLANCE EQUIPMENT, AXIS WALL MOUNT, T91G61 PART #5506-951. AS PER MY BID 5886 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18343	10.00 EACH	155.50000	1555.00
-----	--	---------------	-----------	---------

1	1000.30.15.1500.1500.1500.0000.0000.42200.			1555.00
---	--	--	--	---------

Ship To
 PUBLIC SAFETY ADMIN
 205 GOVERNMENT STREET
 2ND FLR S TOWER, ROOM 233 S
 MOBILE, AL 36644

Deliver To
 PUBLIC SAFETY ADMIN
 205 GOVERNMENT STREET
 2ND FLR S TOWER, ROOM 233 S
 MOBILE, AL 36644

002	SURVEILLANCE EQUIPMENT, AXIS POLE MOUNT, T91B57, POLE MNT 100-410MM,	10.00 EACH	91.59000	915.90
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024219-00 FY 2025 PO 25008969 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fo1a Status: Converted	Page 2
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Vendor
SEMOICE TECHNOLOGY
50 W SUNSET DR

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299175				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
	PART #01470-001. AS PER MY BID 5886 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18344			

1	1000.30.15.1500.1500.1500.0000.0000.42200.			915.90
---	--	--	--	--------

Ship To
PUBLIC SAFETY ADMIN
205 GOVERNMENT STREET
2ND FLR S TOWER, ROOM 233 S
MOBILE, AL 36644

Deliver To
PUBLIC SAFETY ADMIN
205 GOVERNMENT STREET
2ND FLR S TOWER, ROOM 233 S
MOBILE, AL 36644

006 CAMERA AS SPECIFIED:	10.00 EACH	1454.94000	14549.40
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Additional Description Notes

"AXIS Q18 SERIES Q1808-LE NETWORK SURVILLANCE CAMERA BULLT - MFG 02507-001-
NO EXCEPTIONS"

Vendor Item
Inventory Item/Loc 9863

1	1000.30.15.1500.1500.1500.0000.0000.42200.		14549.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024219-00 FY 2025 PO 25008969 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor
SEMOICE TECHNOLOGY
50 W SUNSET DR

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299175				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
PUBLIC SAFETY ADMIN
205 GOVERNMENT STREET
2ND FLR S TOWER, ROOM 233 S
MOBILE, AL 36644

Deliver To
PUBLIC SAFETY ADMIN
205 GOVERNMENT STREET
2ND FLR S TOWER, ROOM 233 S
MOBILE, AL 36644

Requisition Link

Requisition Total 17020.30

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.42200.	17020.30	315629.08
PUBLIC SAFETY ADMIN EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
CCancelled	05/09/25	ANNE FOLEY	Requisition item removed chang
CCancelled	05/12/25	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	05/08/25	ROBERT LASKY	
Approved	05/08/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	05/09/25	ROBERT LASKY	
Approved	05/09/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	05/13/25	ROBERT LASKY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024219-00 FY 2025 PO 25008969 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 4
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Vendor
 SEMOICE TECHNOLOGY
 50 W SUNSET DR

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299175				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/13/25 CURTIS GRAVES	Auto approved by:	910519642	
Approved	05/13/25 DONALD ROSE	Auto approved by:	9105fola	
Approved	05/13/25 SANDRA LEWIS	Auto approved by:	9105fola	
Approved	05/13/25 STEVEN KRONINGER	Auto approved by:	9105fola	
Approved	05/13/25 SAMANTHA COOLEY	Auto approved by:	9105fola	
Approved	05/13/25 CLAUDE BUERGER IV	Auto approved by:	9105fola	
Approved	05/13/25 ANNE FOLEY			
Approved	05/13/25 JOHN PAINE	Auto approved by:	9105fola	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Sansom Equipment Co Inc for two 2025 20 cubic yard rear load garbage trucks for Sanitation Dept.

Amount of Contract:

\$448,908.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250514 Sansom2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for two 2025 20 cubic yard rear
load garbage trucks for Sanitation Dept.
Capital - Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$448,908.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>23799</u>	2025	(F7000) MOTOR POOL	TWO 2025 20 CUBIC YARD REAR LOAD GARBAGE TRUCKS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$448,908.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023799-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
04/30/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE # SECQ8403 DATED 5-14-2025				
001	NEW WAY COBRA REAR LOADER REFUSE BODY 20 CUBIC YARD CAPACITY AS FOLLOWS: PUMP SAFETY SHUTDOWN CURBSIDE, DRIVER BUZZER CURBSIDE, INTERLOCK ON ACCESS DOOR, 5.6" REAR VISION CAMERA, PRIME ONLY, UPPER BODY FLOOR 10GA, 80K, HOPPER FLOOR 1/4" 50K AND BACK 1/4" 100K, TAILGATE LOWER, SIDES 7GA 50K, SLIDE FACE 7GA 50K, EJECTION PANEL FACE 10GA 50K, INDUCTION HARDENED SLIDE AND SWEEP RODS, SLIDE CYLINDER COVERS, ACCESS DOOR 30x30, ONE YEAR BODY WARRANTY, ONE YEAR HRDRAULICS WARRANTY, TWO YEAR CYLINDER WARRANT; HOPPER FLOOR BACK EXTENSION;EXTRA VALVE SECTION W/EXTENDED HANDLE/PIVOT (REAR VALVE FOR FUTURE CART TIPPER INSTALLATION);EXTRA VALVE SECTION W/EXTENDED HANDLE/PIVOT LEFT HAND SIDE (REAR VALVE FOR FUTURE CART TIPPER INSTALLATION);STREET SIDE LINKAGE TO OPERATE TIPPER VALVE SECTION; ADD TWO (2) HYDRAULIC TUBING TO TAILGATE SIDE FOR FUTURE	2.00 EACH	224454.00000	448908.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023799-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
04/30/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	TIPPER INSTALL;ACRYLIC URETHANE ENAMEL-WHITE;LED WORK LIGHTS (2) MOUNTED INSIDE UPPER TAILGATE SHINING IN HOPPER;LED MID BODY BACK-UP LIGHTS INCLUDES UP TO (2) LIGHTS;LED STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2) ROUND LIGHTS MOUNTED UPPER TAILGATE;LED STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2) ROUND LIGHTS MOUNTED LOWER TAILGATE;LED STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2) ROUND LIGHTS MOUNTED UPPER FRONT BULKHEAD;LED STROBE BEACON LIGHT (SURFACE MOUNT);7.0" COLOR FLAT SCREEN W/AUDIO-REARVIEW;REMOTE GREASE ZERK-TAILGATE & CYLINDER HINGE PINS;SAFETY SHUT DOWN E-STOP ON STREETSIDE;DRIVER ALERT BUZZER ON STREET SIDE;IN CAB AIR CONTROLS FOR TAILGATE AND EJECT FUNCTIONS;MOUNTING OF REAR LOADER BODY-SINGLE AXLE;HOT SHIFT PTO W/OVERSPEED & PACK ON GO; NEW INTERNATIONAL MV CHASSIS; FREIGHT; MOUNTING OF TOW (2) TIPPERS; TWO (2) DIAMONDBACK MODEL 500 CART TIPPER; (2) 20 LB. FIRE EXTINGUISHERS-BODY MOUNT			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023799-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
 Fax 251-631-3768

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
04/30/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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Additional Description Notes

 NEW WAY COBRA REAR LOADER REFUSE BODY 20 CUBIC YARD CAPACITY AS FOLLOWS:
 PUMP SAFETY SHUTDOWN CURBSIDE, DRIVER BUZZER CURBSIDE, INTERLOCK ON ACCESS
 DOOR, 5.6" REAR VISION CAMERA, PRIME ONLY, UPPER BODY FLOOR 10GA, 80K,
 HOPPER FLOOR 1/4" 50K AND BACK 1/4" 100K, TAILGATE LOWER, SIDES 7GA 50K,
 SLIDE FACE 7GA 50K, EJECTION PANEL FACE 10GA 50K, INDUCTION HARDENED SLIDE
 AND SWEEP RODS, SLIDE CYLINDER COVERS, ACCESS DOOR 30x30, ONE YEAR BODY
 WARRANTY, ONE YEAR HRDRAULICS WARRANTY, TWO YEAR CYLINDER WARRANTY; HOPPER
 FLOOR BACK EXTENSION;EXTRA VALVE SECTION W/EXTENDED HANDLE/PIVOT (REAR VALVE
 FOR FUTURE CART TIPPER INSTALLATION);EXTRA VALVE SECTION W/EXTENDED
 HANDLE/PIVOT LEFT HAND SIDE (REAR VALVE FOR FUTURE CART TIPPER
 INSTALLATION);STREET SIDE LINKAGE TO OPERATE TIPPER VALVE SECTION; ADD TWO
 (2) HYDRAULIC TUBING TO TAILGATE SIDE FOR FUTURE TIPPER INSTALL;ACRYLIC
 URETHANE ENAMEL-WHITE;LED WORK LIGHTS (2) MOUNTED INSIDE UPPER TAILGATE
 SHINING IN HOPPER;LED MID BODY BACK-UP LIGHTS INCLUDES UP TO (2) LIGHTS;LED
 STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2) ROUND LIGHTS MOUNTED UPPER
 TAILGATE;LED STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2) ROUND LIGHTS
 MOUNTED LOWER TAILGATE;LED STROBE LIGHT PACKAGE-INTEGRATED STROBE SYSTEM (2)
 ROUND LIGHTS MOUNTED UPPER FRONT BULKHEAD;LED STROBE BEACON LIGHT (SURFACE
 MOUNT);7.0" COLOR FLAT SCREEN W/AUDIO-REARVIEW;REMOTE GREASE ZERK-TAILGATE &
 CYLINDER HINGE PINS;SAFETY SHUT DOWN E-STOP ON STREETSIDE;DRIVER ALERT
 BUZZER ON STREET SIDE;IN CAB AIR CONTROLS FOR TAILGATE AND EJECT
 FUNCTIONS;MOUNTING OF REAR LOADER BODY-SINGLE AXLE;HOT SHIFT PTO W/OVERSPEED
 & PACK ON GO; NEW INTERNATIONAL MV CHASSIS; FREIGHT; MOUNTING OF TOW (2)
 TIPPERS; TWO (2) DIAMONDBACK MODEL 500 CART TIPPER; (2) 20 LB. FIRE
 EXTINGUISHERS-BODY MOUNT

AS REQUESTED BY:2090-SANITATION

1 7000.40.20.0000.0000.2070.0000.0000.47010.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023799-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
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Page 4

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
04/30/25	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
E MP02070 .CAPEQUIPMT.			448908.00

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
 MOBILE, AL 36604

Requisition Link

Requisition Total	448908.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .CAPEQUIPMT.	448908.00	1601240.07

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.	448908.00	8172420.74
MOTOR POOL EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	04/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	04/30/25	CHARLES SUMRALL	

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

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Password

[Log In](#)

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Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

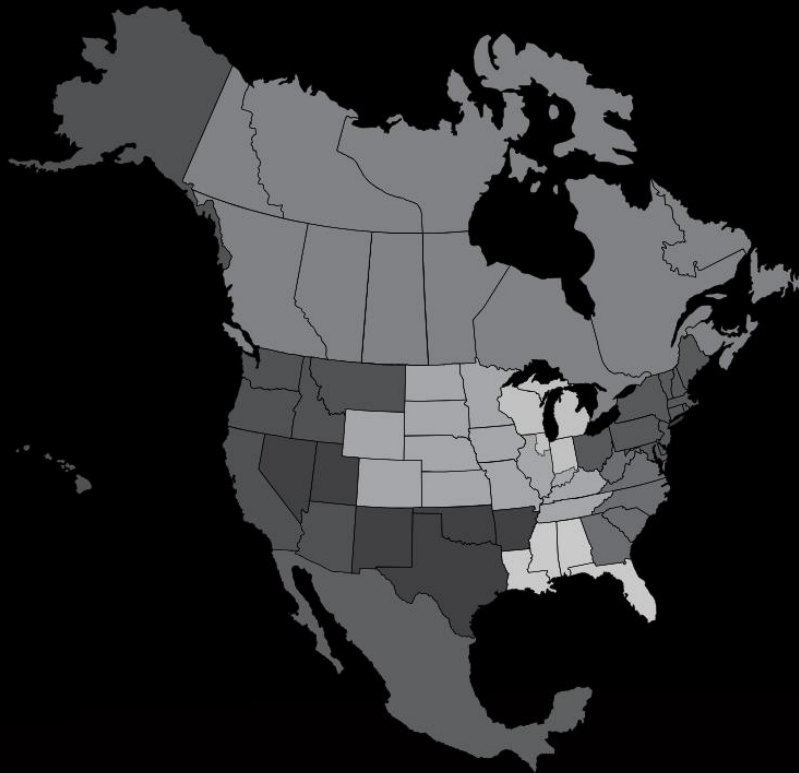
[ez!QC Contracts](#)

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NORTH AMERICA DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.

Click the territory in the map below to learn which New Way Regional Sales Manager covers it. To determine your local distributor, select your state or province from the dropdown menu below the map or scroll down and find it.



Jump to a State or Province

Alabama To get started, contact your local New Way RSM: KEN BEUGGER

DISTRIBUTOR AREA OF RESPONSIBILITY

Sansom Equipment Co.
(800) 501-0757 - Birmingham
(800) 435-3044 - Mobile
[website](#)

Serving all counties.

Alaska To get started, contact your local New Way RSM: DAVE SHORT

DISTRIBUTOR LOCATOR

United States & Canada

International

- ↳ Australia
- ↳ Bermuda
- ↳ Canada
- ↳ Costa Rica
- ↳ Fiji
- ↳ Malaysia
- ↳ Mexico
- ↳ New Zealand
- ↳ Papua New Guinea
- ↳ Philippines
- ↳ Puerto Rico
- ↳ Republic of Indonesia
- ↳ Republic of Vanuatu
- ↳ West Indies

GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858

[Contact Us →](#)



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- 📷 Screenshot
- 🔍 View page source
- 🔍 Inspect

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Semoice Technology for 20 Axis surveillance cameras with POE media converters for Public Safety.

Amount of Contract:

\$39,999.80

Funding Source

General fund.

ATTACHMENTS:

1. 20250512 Semoice Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Semoice Technology

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Semoice Technology for 20 Axis surveillance cameras with
POE media converters for Public Safety.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$39,999.80

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 5886

How many bidders received bid packages (if applicable): 9 + 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 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>24324</u>	2025	(1500) PUBLIC SAFETY ADMIN	20 AXIS SURVEILLANCE CAMERAS WITH POE MEDIA CONVERTERS FOR PUBLIC SAFETY (SEALED BID 5886)	\$39,999.80	<u>(299175)SEMOICE TECHNOLOGY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024324-00 FY 2025 PO 25008853 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor
 SEMOICE TECHNOLOGY
 50 W SUNSET DR

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	299175				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
001 SURVEILLANCE EQUIPMENT, AXIS CAMERA PTZ, Q6075-E/1080P/PTZ/X40/1P67, PART #017252-004. AS PER MY BID 5886 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18342	10.00 EACH	2400.95000	24009.50

1 1000.30.15.1500.1500.1500.0000.0000.42200. 24009.50

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002 SERVEILLANCE EQUIPMENT, AXIS QUAD CAMERA Q6010E/20MP/360/MULTISEN/IP66, PART #01981-001. AS PER MY BID 5886 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18341	10.00 EACH	1298.09000	12980.90
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1 1000.30.15.1500.1500.1500.0000.0000.42200. 12980.90

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024324-00 FY 2025 PO 25008853 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 2
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Vendor
 SEMOICE TECHNOLOGY
 50 W SUNSET DR

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	299175				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	SURVEILLANCE EQUIPMENT, AXIS MIDSPAN COMPACT, PLUG-AND-PLAY MEDIA CONVERTER WITH PoE, 60 WATT SPF MIDSPAN, AXIS T8154, PART #02740-004. AS PER MY BID 5886 AND YOUR BID REPNSE. Vendor Item Inventory Item/Loc 18340	20.00 EACH	150.47000	3009.40
-----	---	---------------	-----------	---------

1	1000.30.15.1500.1500.1500.0000.0000.42200.			3009.40
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024324-00 FY 2025 PO 25008853 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor
 SEMOICE TECHNOLOGY
 50 W SUNSET DR

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATMORE, AL 36502

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#2513595567

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	299175				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			

[Requisition Link](#)

Requisition Total 39999.80

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.42200.		
	39999.80	310612.43
PUBLIC SAFETY ADMIN EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	ROBERT LASKY	
Approved	05/09/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	05/09/25	EMILY NORTON	
Approved	05/09/25	LAURIE WILLIAMS	Auto approved by: 910518820

Authorized By: _____ Date: _____
 Signature

BID 5886

BID TABULATION

Vendor	Discount		DAYS ARO					ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5
ADVANCED INTEGRATED SECURITY	0	7	\$180.86	\$1,560.60	2944.66	197.02	116.09					
THE DANIEL GROUP	0	14	\$212.08	\$1,925.00	\$3,299.00	\$226.00	\$132.00					
GRAYBAR	0	30	\$187.00	\$1,609.63	\$2,951.74	\$195.95	\$115.42					
GUARDIAN INTEGRATORS	2%/20	30	\$232.87	\$1,978.90	\$3,538.18	\$250.53	\$145.83					
PROLOGIC ITS LLC	0	28	\$153.33	\$1,319.85	\$2,420.35	\$160.67	\$94.64					
SELCOM	2%/20	7	\$184.50	\$1,587.12	\$2,910.44	\$193.24	\$113.82					
SEMOICE	0	3	\$150.47	\$1,298.09	\$2,400.95	\$163.60	\$96.36					
SIERRA STAR SOLUTIONS	0	30	\$304.99	\$2,635.99	\$4,217.99	\$322.99	\$188.99					
STEM CONSULTANTS	.75%/20	7	\$153.37	\$1,322.87	\$2,420.28	\$161.72	\$95.40					

297124

299175

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 003

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

DATE 05/29/2024	BID NO. 5886	DEPARTMENT Police Dept	Commodities to be delivered F.O.B. Mobile to: 2460 Government St, Mobile, AL 36606
--------------------	-----------------	---------------------------	---

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

12:00 PM, Thursday, June 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURVEILLANCE CAMERAS AND EQUIPMENT					
	The City of Mobile is requesting bids on the following AXIS Security Cameras and equipment.					
	Item 1					
14- 200	Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004. Providing: _____ Price: _____					
	Item 2					
14- 200	Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001. Providing: _____ Price: _____					
	Item 3					
14- 200	Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004. Providing: _____ Price: _____					
	Item 4					
14- 200	Wall mount, T91G61. Part number: 5506-951. Providing: _____ Price: _____					
	Item 5					
14- 200	Pole mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001. Providing: _____ Price: _____					
	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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. Prices are to be firm and FOB Destination. Exact quantities to be purchased cannot be determined at this time. The City intends to purchase 14 of each item (initially) upon award of this bid. Pricing to be held firm for a 6-month period. This bid can be extended for up to five (5) additional six (6) month periods upon the approval of the vendor and the City of Mobile. State estimated delivery of each item after receipt of a Purchase Order. These items are needed immediately, so delivery may be a consideration in the award of this bid. State delivery estimate: days ARO (after receipt of order) Item 1: _____ days ARO Item 2: _____ days ARO Item 3: _____ days ARO Item 4: _____ days ARO Item 5: _____ days ARO 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. Be sure that the bid number is clearly marked on the outside of the envelope and that you have signed the bid! THIS BID IS TO BE AWARDED ON AN ITEM BASIS A SAM registration is required to bid on government contracts and to receive grants (SAM.gov). A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal grant funds. List your SAM registration # _____ If you have any questions, please feel contact the Purchasing Department at purchasing@cityofmobile.org no later than noon on June 10, 2024.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

**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.

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a) 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Cat Head Media Inc for Buffet Exhibit media research and editing services for Maritime Museum.

Amount of Contract:

\$60,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250514 Cathead Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Cat Head Media Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cat Head Media Inc for Buffet Exhibit media research and editing services for Maritime Museum.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$60,000.00

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: Professional services.

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>24486</u>	2025	(4020) MARITIME MUSEUM	BUFFET EXHIBIT MEDIA RESEARCH AND EDITING SERVICES FOR MARITIME MUSEUM (PROFESSIONAL SERVICE)	\$60,000.00	<u>(299618) CAT HEAD MEDIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 1
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
001	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 24 -RATE: \$100.00/HOUR Vendor Item	24.00 HOUR	100.00000	2400.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			2400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
002	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -SCREEN ARCHIVES & TRANSFER CONCERT FOOTAGE -EDITORIAL -HOURS: 20 -RATE: \$150.00/HOUR Vendor Item	20.00 HOUR	150.00000	3000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released
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Page 2

Vendor

Ship To
 National Maritime Museum GOM
 155 South Water Street

MOBILE, AL 36602-3710
 STEWART.HOOD@CITYOFMOBILE.ORG

Delivery Reference
 STEWART HOOD

Deliver To
 National Maritime Museum GOM
 155 South Water Street

MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 National Maritime Museum GOM
 155 South Water Street
 MOBILE, AL 36602-3710
 Delivery Reference
 STEWART HOOD

Deliver To
 National Maritime Museum GOM
 155 South Water Street
 MOBILE, AL 36602-3710

003 ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -EDITORIAL (MULTICAM & BROLL/3 SONGS) -EDITORIAL -HOURS: 36 -RATE: \$200. 00/HOUR Vendor Item	36.00 HOUR	200.00000	7200.00
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1 1000.50.23.4020.4020.4000.0000.0000.42140.	7200.00
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Ship To
 National Maritime Museum GOM
 155 South Water Street
 MOBILE, AL 36602-3710
 Delivery Reference
 STEWART HOOD

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 3
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Vendor

Ship To
 National Maritime Museum GOM
 155 South Water Street

MOBILE, AL 36602-3710
 STEWART.HOOD@CITYOFMOBILE.ORG

Delivery Reference
 STEWART HOOD

Deliver To
 National Maritime Museum GOM
 155 South Water Street

MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

004	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 25 -RATE: \$100.00/HOUR Vendor Item	25.00 HOUR	100.00000	2500.00
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1	1000.50.23.4020.4020.4000.0000.0000.42140.			2500.00
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Ship To
 National Maritime Museum GOM
 155 South Water Street
 MOBILE, AL 36602-3710
 Delivery Reference
 STEWART HOOD

Deliver To
 National Maritime Museum GOM
 155 South Water Street
 MOBILE, AL 36602-3710

005	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -SCREEN ARCHIVES & DIGITIZE STUDIO AUDIO/VIDEO (IN HOUSE) -DIGITIZING -HOURS: 40 -RATE: \$150.00/HOUR	40.00 EACH	150.00000	6000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 4
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			6000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
006	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -EDITORIAL TO CREATE 6 STUDIO "SESSION SONGS" WITH JIMMY INTRO -LABOR -HOURS: 50 -RATE: \$200.00/HOUR Vendor Item	50.00 EACH	200.00000	10000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			10000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 5
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Vendor

Ship To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710
STEWART.HOOD@CITYOFMOBILE.ORG

Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710

007	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -SHIPPING AND VAULT FEES -SHIPPING -UNIT: EST. 1 -RATE: \$400.00/UNIT Vendor Item	1.00 UNIT	400.00000	400.00
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1	1000.50.23.4020.4020.4000.0000.0000.42140.			400.00
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Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 6
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
008	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -OFFLINE RESEARCH -PRE-PRO -HOURS: 25 -RATE: \$100.00/HOUR Vendor Item	25.00 HOUR	100.00000	2500.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			2500.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
009	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 20 -RATE: \$150.00/HOUR Vendor Item	20.00 HOUR	150.00000	3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 7
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
010	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -EDITORIAL TO CREATE 6 PARROTHEAD FAN MONTAGES -EDITORIAL -HOURS: 30 -RATE: \$200.00/HOUR Vendor Item	30.00 HOUR	200.00000	6000.00
1	1000.50.23.4020.4020.4000.0000.0000.44020.			6000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 8
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
011	ITEM FOUR: PERSONAL STORIES KIOSK -OFFLINE ARCHIVE RESEARCH -PRE-RP -HOURS: 20 -RATE: \$100.00/HOUR Vendor Item	20.00 HOUR	100.00000	2000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140. Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			2000.00
012	ITEM FOUR: PERSONAL STORIES KIOSK -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 20 -RATE: \$150.00/HOUR Vendor Item	20.00 EACH	150.00000	3000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 9
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
013	ITEM FOUR: PERSONAL STORIES KIOSK -EDITORIAL TO CREATE 6 FAMILY & FRIENDS SEGMENT -EDITORIAL -HOURS: 60 -RATE: \$200.00/HOUR Vendor Item	60.00 HOUR	200.00000	12000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			12000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024486-00 FY 2025 Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Released	Page 10
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Vendor	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	00000				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Requisition Link

Requisition Total	60000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.23.4020.4020.4000.0000.0000.42140.		
GULFQUEST EXP	54000.00	363733.09
1000.50.23.4020.4020.4000.0000.0000.44020.		
GULFQUEST EXP	6000.00	363733.09
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/14/25	BAYNE DUNAWAY	
Approved	05/14/25	KAREN POTH	Auto approved by: 910518571
Approved	05/14/25	MATTHEW ANDERSON	
Queued	05/14/25	DONALD ROSE	
Queued	05/14/25	SANDRA LEWIS	
Queued	05/14/25	STEVEN KRONINGER	
Queued	05/14/25	SAMANTHA COOLEY	
Queued	05/14/25	CLAUDE BUERGER IV	
Queued	05/14/25	ANNE FOLEY	
Queued	05/14/25	JOHN PAINE	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Ground Works Distribution for 2 Wright ZK 72in autonomous mowers for Parks Dept.

Amount of Contract:

\$85,427.16

Funding Source

Capital Equipment Parks and Recreation

ATTACHMENTS:

1. 20250515 Ground Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Ground Works Distribution

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ground Works Distribution for 2 Wright ZK 72in
autonomous mowers for Parks Dept.
Capital Equipment Parks and Recreation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$85,427.16

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22605</u>	2025	(F7000) MOTOR POOL	TWO WRIGHT ZK 72IN AUTONOMOUS MOWERS FOR PARKS DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$85,427.16	<u>(299763)</u> <u>GROUND WORKS</u> <u>DISTRIBUTION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022605-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor GROUND WORKS DISTRIBUTION 85 BALM ROAD WETUMPKA, AL 36092 Tel#3345809295 Fax 3345679270	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/25	299763				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER WRIGHT ZK 72" AUTONOMOUS MOWER AS PER SOURCEWELL CONTRACT #112624-WRT VENDOR TO BE REPOSIBLETO DELIVER MOWER, AND PROVIDE TRAINING ON USE OF MOWER AND SOFTWARE PRICE INCLUDES 3 YEARS OF SERVICE FROM GREENZIE FOR THE AUTONOMOUS SOFTWARE. Additional Description Notes ----- 2025 OR NEWER WRIGHT ZK 72" AUTONOMOUS MOWER AS PER SOURCEWELL CONTRACT #112624-WRT; PRICE INCLUDES 3 YEARS OF SERVICE FROM GREENZIE FOR THE AUTONOMOUS SOFTWARE.	2.00 EACH	42713.58000	85427.16

REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E002 .CAPEQUIPMT.	85427.16
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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
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022605-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor
GROUND WORKS DISTRIBUTION
85 BALM ROAD

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

WETUMPKA, AL 36092

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#3345809295
Fax 3345679270

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
04/07/25	299763				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total 85427.16

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	85427.16	126297.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	85427.16	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	04/07/25	KIM CARMODY	
Approved	04/07/25	DANIEL OTTO	Auto approved by: 910520521
Approved	04/08/25	BRENDA RHODES	Auto approved by: 910514227
Approved	04/08/25	TIFFANY HOLLINS	
Approved	04/08/25	RELYA MALLORY	Auto approved by: 910514227
Approved	05/14/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/14/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/14/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/14/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/14/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/14/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/14/25	JOHN PAINE	

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Bill To	Requisition 00022605-00 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
GROUND WORKS DISTRIBUTION
85 BALM ROAD

WETUMPKA, AL 36092

Tel#3345809295
Fax 3345679270

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
04/07/25	299763				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

Wright Mfg.

Commercial lawn mowers

#112624-WRT

Maturity Date: 1/31/2029

Website: Wright.com/Sourcewell 

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Documents

Contract Documentation

 [Contract](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

 [Contract 112624-WRT-Price Information](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[e2iQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



Pricing Structure

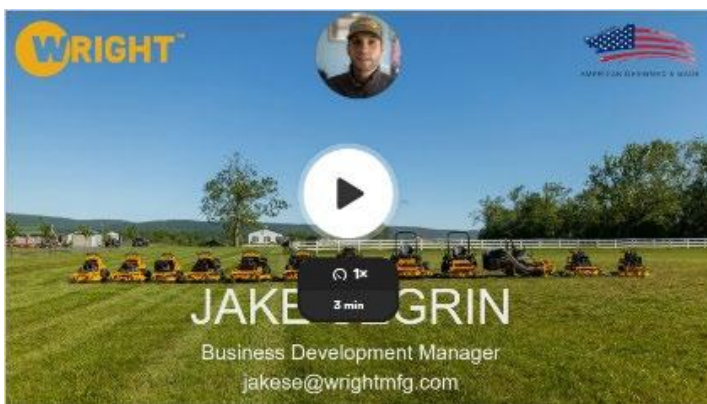
Sourcewell Member Pricing	Volume Discount 1	Volume Discount 2
22% off MSRP	23% off MSRP	24% off MSRP
Single PO's where MSRP is: \$1 - \$100,000	Single PO's where MSRP is: \$100,001 - \$199,999	Single PO's where MSRP is: \$200,000+
Applicable Models		
- Commercial Stand-On Mowers - Commercial Zero-Turn Rider Mowers - Commercial Wide-Area Walk-Behind Mowers - Autonomous Commercial Stand-On Mowers - Mower Accessories: full mulch kit, 3-bag grass collection system and Velke Sully		

Procurement Process

Agencies are able to work directly with their local Wright dealer to facilitate a transaction. For agencies without an existing relationship with a local Wright dealer, the agency may work directly with Wright to receive a Sourcewell Quote Assistance Form. Completed forms will be directed to the agencies local Wright dealer for proper fulfillment.

Wright Contact:

Jake Segrin | Business Development Manager | jakese@wrightmfg.com



Scan the QR code or [click the link here](#) to learn more about **How to Buy Sourcewell and Wright**



4600 WEDGEWOOD BLVD STE X
FREDERICK MD 21703-7167



301.360.9810



Service@wrightmfg.com
Sales@wrightmfg.com



wrightmfg.com



Sourcewell Quote Assistance Tool

Sourcewell Member: If not working directly with a Wright dealer or you don't know your Wright dealer, the following form can be submitted to sales@wrightmfg.com. This form will assist in receiving a preliminary quote that your agency can take to your local dealer OR have Wright distribute to your selected Wright dealer on your behalf to get an order for Wright mowers submitted. The completed form will assist in ensuring you are quoted accurately. Please note as called out in the Sourcewell contract, your dealer may have additional line items for items not available through Sourcewell such as parts, finance fees or any applicable shipping fee.

ORDER INFO							
DECK SIZE	ENGINE*	MODEL	MSRP*	Sourcewell Discount		Order Qty.	Extended Price
				Savings %	Price		
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
MSRP TOTAL							\$ -

* Note discount percentage is 22% with additional volume discount for every \$100k in MSRP value with a max savings of 24%.

- Standard Discount - PO's where the MSRP total of the units equals \$0 to \$100,000 = standard 22% discount off MSRP

- Volume Discount 1 - PO's where the MSRP total of the units equals \$100,001 to \$199,999 = 23% discount off MSRP

- Volume Discount 2 - PO's where the MSRP total of the units equals \$200,000 and above = 24% discount off MSRP

SOURCEWELL MEMBER INFO	
Sourcewell Entity Name	
Sourcewell Member Number	
Point-of-Contact Name	
Point-of-Contact Title	
Point-of-Contact Email/Phone	
Agency Address	

WRIGHT DEALER LOCATOR

Wright will provide back to the agency a local dealer listing

continue onto next page



Sourcewell Quote Assistance Tool Cont.

Sourcewell Member: Please reference below for pricing verification as found on Wright's website and full dealer locator.

SOURCEWELL AGENCY REFERENCE MATERIAL

CLICK THE LINK OR SCAN THE QR CODE BELOW TO ACCESS REFERENCE MATERIAL

Wright Dealer Locator:

Web location to find your local
Wright Commercial Mower Dealer

<https://www.wrightmfg.com/find-dealer/>

**Wright Pricing Verification:**

Location on the web to confirm
publicly posted Wright pricing and
ensure quote accuracy for audit
purposes.

<https://www.wrightmfg.com/pricing/>



WRIGHT DEALER REFERENCE MATERIAL

Wright Dealer: This quote assistance tool was created by the Wright sales team to assist the Sourcewell agency in receiving their quote that aligns with the outlined Grounds Maintenance contract 112624-WRT that Wright was awarded. Please reference WIN for a full detailed outline of the program via **Sales Memo 0015 - Wright Sourcewell Contract**. Should you have any questions, please feel free to reach out directly to Wright's Business Development Manager Jake Segrin: jakese@wrightmfg.com. The sales memo will show how to register any Sourcewell document in order to receive your full dealer rebate. Please note that process will require you to upload a copy of the invoice where the line item dollar amount for the whole good or applicable accessory match what is quoted on this worksheet and displays the Sourcewell agency member number as found on the reverse side of this work sheet.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Sealmaster Alabama for tennis court repair and paint supplies for Mobile Tennis Center.

Amount of Contract:

\$29,362.08

Funding Source

Capital Tennis Court Maintenance

ATTACHMENTS:

1. 20250515 Sealmaster Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Sealmaster Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sealmaster Alabama for tennis court repair and paint
supplies for Mobile Tennis Center.
Capital Tennis Court Maintenance

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$29,362.08

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: 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>23385</u>	2025	(F6110) MOBILE TENNIS CENTER	COURT REPAIR AND PAINT SUPPLIES FOR MOBILE TENNIS CENTER (PRICE BELOW BID REQUIREMENT)	\$29,362.09	<u>(299482)</u> <u>SEALMASTER</u> <u>ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER YOUR QUOTE DATED 4-17-25 COLOR CONCENTRATE WITH SAND, LIGHT GREEN, 55 GALL DRUM Vendor Item No.: C1150D	8.00 EACH	952.83000	7622.64
-----	--	--------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			7622.64
---	---	--	--	---------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

002	COLOR CONCENTRATE WITH SAND, BLUE, 55 GALLON DRUM Vendor Item No.: C1110D	8.00 EACH	940.38000	7523.04
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1	2000.80.00.0000.0000.0000.0000.44020.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
E C0769	.OPERSUPPLS.			7523.04

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

003	ACRYLIC RESURFACER, NEUTRAL, 55 GALLON DRUM	8.00 EACH	874.81000	6998.48
Vendor Item No.: C1310D				

1	2000.80.00.0000.0000.0000.0000.44020.			6998.48
	E C0769 .OPERSUPPLS.			

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

ATLANTA, GA 30336

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Tel#334-235-1785

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	851 GAILLARD DRIVE MOBILE, AL 36608			

004	80 MESH SAND, 50 POUND BAG	12.00 EACH	14.00000	168.00
Vendor Item No.: R1010				

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			168.00
---	---	--	--	--------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

005	60 MESH, 50 POUND BAG	164.00 EACH	10.00000	1640.00
Vendor Item No.: R1020				

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			1640.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

006	ACRLYIC PATCH BINDER, 30 GALLON KEG Vendor Item No.: C1480K	1.00 EACH	986.86000	986.86
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1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			986.86
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36608			

007	TEXTURED WHITE LINE PAINT, 1 GALLON JUG Vendor Item No.: C1620G	24.00 EACH	46.47000	1115.28
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1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			1115.28
---	---	--	--	---------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

008	STRIPE RITE ANTI-BLEED PRIMER, 1 GALLON JUG Vendor Item No.: C1610G	18.00 EACH	28.21000	507.78
-----	---	---------------	----------	--------

1	2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			507.78
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor
 SEALMASTER ALABAMA
 535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608
 JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

009 FREIGHT	1.00 EACH	2800.00000	2800.00
-------------	--------------	------------	---------

Vendor Item
 Inventory Item/Loc 14009
 Vendor Item No.: 3180

1 2000.80.00.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS.			2800.00
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 COURT PAINT

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023385-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor
SEALMASTER ALABAMA
535 FREDERICK CT SW

Ship To
TENNIS CENTER
851 GAILLARD DRIVE

ATLANTA, GA 30336

MOBILE, AL 36608
JACKIE.BYERLEY@CITYOFMOBILE.ORG

Tel#334-235-1785

Delivery Reference
COURT PAINT

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/25	299482				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 29362.08

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

Account	Amount	Remaining Budget
E C0769 .OPERSUPPLS.	29362.08	6011.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	29362.08	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	04/28/25	CARLEEN STOUT	approved!
Approved	04/28/25	CHAD HOLM	Auto approved by: 910518486
Approved	04/28/25	BRENDA RHODES	
Approved	04/28/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/28/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	05/15/25	SANDRA LEWIS	
Queued	04/28/25	DONALD ROSE	
Queued	04/28/25	SANDRA LEWIS	
Queued	04/28/25	STEVEN KRONINGER	
Queued	04/28/25	SAMANTHA COOLEY	
Queued	04/28/25	CLAUDE BUERGER IV	
Queued	04/28/25	ANNE FOLEY	

=====	=====
Bill To	Requisition 00023385-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
=====	=====

Vendor
SEALMASTER ALABAMA
535 FREDERICK CT SW

ATLANTA, GA 30336

Tel#334-235-1785

Ship To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608
JACKIE.BYERLEY@CITYOFMOBILE.ORG

Delivery Reference
COURT PAINT

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
04/22/25	299482				MOBILE TENNIS CENTER
-----	-----	-----	-----	-----	-----

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 04/28/25 JOHN PAINE				

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Interface Americas Inc for replacement flooring for Govt Plaza southwest 4th floor.

Amount of Contract:

\$59,105.000

Funding Source

Capital Govt Plaza Flooring Various Depts

ATTACHMENTS:

1. 20250515 Interface Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Interface Americas Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Interface Americas Inc for replacement flooring for Govt
Plaza southwest 4th floor
Capital Govt Plaza Flooring Various Depts

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$59,105.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>23979</u>	2025	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOOR FOR GOVT PLAZA SOUTHWEST 4TH FLOOR (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$59,105.00	<u>(297858)</u> <u>INTERFACE</u> <u>AMERICAS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023979-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

AS PER SOURCEWELL CONTRACT 061323-IFA AND YOUR QUOTE
 SOURCEWELL CONTRACT EXPIRES 8-9-2027

001 Replacement of flooring for payroll, fire & police pension, purchasing, and finance depart	1.00 EACH	59105.00000	59105.00
1 2000.80.00.0000.0000.0000.0000.48010. E F718-001 .CONSTRUCTN.			59105.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023979-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 INTERFACE AMERICAS, INC.
 1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
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Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/25	297858				ARCHITECTURAL ENGINEERING

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				59105.00

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

Account	Amount	Remaining Budget
E F718-001 .CONSTRUCTN.	59105.00	426480.66

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	59105.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	05/05/25	CARLEEN STOUT	approved!
Approved	05/05/25	CHAD HOLM	Auto approved by: 910518486
Approved	05/13/25	CARLEEN STOUT	approved!
Approved	05/13/25	CHAD HOLM	Auto approved by: 910518486
Approved	05/05/25	BRENDA RHODES	
Approved	05/05/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/05/25	RELYA MALLORY	Auto approved by: 910511034
Approved	05/13/25	BRENDA RHODES	
Approved	05/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/13/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	05/12/25	SANDRA LEWIS	
Rejected	05/12/25	SANDRA LEWIS	does not have cooperative cont
Approved	05/14/25	DONALD ROSE	Auto approved by: 910518227
Approved	05/14/25	SANDRA LEWIS	
Approved	05/14/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	05/14/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	05/14/25	CLAUDE BUERGER IV	Auto approved by: 910518227

Shaw Contract

Commercial flooring and accessories

#061323-SII

Maturity Date: 8/9/2027

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Sourcewell contract 061323-SII gives access to the following types of goods and services:

- Carpet tile
- Broadloom
- Carbon neutral flooring
- Low embodied carbon flooring
- Luxury vinyl tile (LVT)
- Resilient sheet
- Quick ship carpet
- Adhesives
- Wall base
- Trims
- Transitions
- PVC-free flooring

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

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[e2iQC Contracts](#)

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Prices Effective: 11/11/2023
Contract # 061323-SII
Updated: 08.21.2024

Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
BROADLOOM								
60728	ACCOMPLISH CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 30.09	34.19%	\$ 19.80	\$ 27.02
5A253	ACCORD CLASSICBAC®	BROADLOOM	SIMPLY BY NATURE	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A297	ADAGE ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.96%	\$ 45.81	\$ 62.52
5A367	AMBITION IV 20 CLASSICBAC®	BROADLOOM		SY	\$ 15.55	32.15%	\$ 10.55	\$ 14.40
5A368	AMBITION IV 26 CLASSICBAC®	BROADLOOM		SY	\$ 18.61	32.14%	\$ 12.63	\$ 17.24
5A252	AMEND CLASSICBAC®	BROADLOOM	SIMPLY BY NATURE	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A176	AMPLIFY ULTRALOC®	BROADLOOM	BRIGHTWORK	SY	\$ 43.00	33.93%	\$ 28.41	\$ 38.78
5A270	ARCHWAY ULTRALOC®	BROADLOOM		SY	\$ 125.93	33.94%	\$ 83.19	\$ 113.54
5A208	ARTISAN LOOM ULTRALOC®	BROADLOOM	DESIGN JOURNEY	SY	\$ 86.23	33.92%	\$ 56.98	\$ 77.77
5A283	ARTIST PALETTE ULTRALOC®	BROADLOOM		SY	\$ 98.25	33.94%	\$ 64.90	\$ 88.58
60759	ASPIRE CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 35.66	33.88%	\$ 23.58	\$ 32.18
5A267	ATLAS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.14	33.95%	\$ 72.75	\$ 99.29
5A219	BASE METAL WOVEN UNITARY	BROADLOOM	NOBLE MATERIALS	SY	\$ 147.26	33.93%	\$ 97.30	\$ 132.80
60785	BATIK ULTRALOC®	BROADLOOM	GATHER	SY	\$ 68.99	33.93%	\$ 45.58	\$ 62.21
5A299	BELIEF ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.96%	\$ 45.81	\$ 62.52
5A290	BELOW ULTRALOC®	BROADLOOM	CANOPY	SY	\$ 24.58	33.92%	\$ 16.24	\$ 22.17
5A243	BEYOND ULTRALOC®	BROADLOOM	OFF THE GRID	SY	\$ 72.70	33.93%	\$ 48.03	\$ 65.55
5A235	BIRCH CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.95%	\$ 17.14	\$ 23.39
5A125	BLOG CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 31.98	33.92%	\$ 21.13	\$ 28.84
60746	BON JOUR II PERFORMANCE RUBBER BACKING	BROADLOOM	STEPPIN OUT	SY	\$ 65.46	33.92%	\$ 43.26	\$ 59.04
5A236	BOTAN ULTRALOC®	BROADLOOM	TERASU	SY	\$ 46.15	33.91%	\$ 30.50	\$ 41.63
5A381	BRAIDED ULTRALOC®	BROADLOOM	CULTURA	SY	\$ 87.30	34.15%	\$ 57.49	\$ 78.46
5A385	BREAKIN ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 84.41	\$ 115.21
5A280	CARRARA ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 111.53	33.93%	\$ 73.68	\$ 100.56
5A281	CASCADE ULTRALOC®	BROADLOOM		SY	\$ 108.60	33.94%	\$ 71.74	\$ 97.92
5A211	CHOK LOOM ULTRALOC®	BROADLOOM	DESIGN JOURNEY	SY	\$ 92.78	33.93%	\$ 61.30	\$ 83.67
5A374	CHRONICLE ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 26.51	\$ 36.19
5A345	COCOON CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 23.45	33.90%	\$ 15.50	\$ 21.16
5A353	COLCA ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 92.43	33.94%	\$ 61.06	\$ 83.34
5A375	COMPILATION ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 26.51	\$ 36.19
60550	CONSTELLATION ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 34.30	33.97%	\$ 22.65	\$ 30.91
5A213	CONTE' ULTRALOC®	BROADLOOM	HAND DRAWN	SY	\$ 41.41	33.88%	\$ 27.38	\$ 37.37
5A186	CONTOUR CLASSICBAC®	BROADLOOM	REWOVEN	SY	\$ 27.88	33.96%	\$ 18.41	\$ 25.13
5A178	CORE ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 52.03	33.95%	\$ 34.36	\$ 46.90
5A032	DESIGN SERIES V 30 CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 27.40	33.91%	\$ 18.11	\$ 24.72
5A033	DESIGN SERIES V 36 CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 32.74	33.90%	\$ 21.64	\$ 29.54
5A358	DIAMONDS ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 81.81	33.93%	\$ 54.05	\$ 73.77
5A184	DIMENSION ULTRALOC®	BROADLOOM	REWOVEN	SY	\$ 38.88	33.92%	\$ 25.69	\$ 35.06
5A386	DJING ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 84.41	\$ 115.21
5A276	DOTS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 67.19	33.93%	\$ 44.39	\$ 60.59
5A272	DRIIP ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 108.03	33.94%	\$ 71.36	\$ 97.40
5A164	ECCLECTIC CLASSICBAC®	BROADLOOM	MIX	SY	\$ 27.84	33.90%	\$ 18.40	\$ 25.11
5A228	EDITION ULTRALOC®	BROADLOOM	MODERN EDIT	SY	\$ 71.80	33.93%	\$ 47.44	\$ 64.75
5A192	EFFECT ULTRALOC®	BROADLOOM	OPEN WORK	SY	\$ 34.46	33.87%	\$ 22.79	\$ 31.11
5A259	EMBRACE ULTRALOC®	BROADLOOM	COMMUNITY	SY	\$ 81.23	33.94%	\$ 53.66	\$ 73.24
5A387	EMCEE ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 84.41	\$ 115.21
5A344	ENDEAVOR CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 15.85	25.24%	\$ 11.85	\$ 16.17
5A349	ENHANCE SOLID CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.75	\$ 14.67
5A348	ENHANCE TONAL CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.75	\$ 14.67
5A214	ERASE ULTRALOC®	BROADLOOM	HAND DRAWN	SY	\$ 41.41	33.88%	\$ 27.38	\$ 37.37
5A242	ESCAPE ULTRALOC®	BROADLOOM	OFF THE GRID	SY	\$ 51.51	33.92%	\$ 34.04	\$ 46.46
5A188	ESSENTIAL CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A373	ESTEEM ULTRALOC® MB	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 31.29	32.21%	\$ 21.21	\$ 28.95
5A221	FAULT ULTRALOC®	BROADLOOM	NOBLE MATERIALS	SY	\$ 117.78	33.93%	\$ 77.81	\$ 106.20
60497	FIELD TRIP ULTRLOC®	BROADLOOM	NO COLLECTION	SY	\$ 32.85	33.94%	\$ 21.70	\$ 29.62
5A356	FLAME ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 113.86	33.95%	\$ 75.21	\$ 102.65
5A175	FLARE CLASSICBAC®	BROADLOOM	BRIGHTWORK	SY	\$ 27.41	33.97%	\$ 18.10	\$ 24.70
5A174	FLICKER CLASSICBAC®	BROADLOOM	BRIGHTWORK	SY	\$ 27.41	33.97%	\$ 18.10	\$ 24.70
5A370	FOND CLASSICBAC®	BROADLOOM	FOND AND FRIENDLY	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A038	FOSSIL CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 21.80	33.94%	\$ 14.40	\$ 19.65
5A369	FRIENDLY CLASSICBAC®	BROADLOOM	FOND AND FRIENDLY	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A153	GRADIENT CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 32.29	33.94%	\$ 21.33	\$ 29.11
5A388	GRAFFITI ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 84.41	\$ 115.21
5A289	GROUND ULTRALOC®	BROADLOOM	CANOPY	SY	\$ 24.58	33.92%	\$ 16.24	\$ 22.17
5A190	GROUNDED ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 59.71	33.92%	\$ 39.46	\$ 53.86
5A234	GROVE CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.95%	\$ 17.14	\$ 23.39
5A237	HANA ULTRALOC®	BROADLOOM	TERASU	SY	\$ 45.01	33.95%	\$ 29.73	\$ 40.58
5A278	HERITAGE ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.74	33.93%	\$ 73.16	\$ 99.85
60504	HIT THE BOOKS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 31.50	33.87%	\$ 20.83	\$ 28.43
60786	IKAT ULTRALOC®	BROADLOOM	GATHER	SY	\$ 68.34	33.93%	\$ 45.15	\$ 61.62
5A177	ILLUMINATE ULTRALOC®	BROADLOOM	BRIGHTWORK	SY	\$ 43.00	33.93%	\$ 28.41	\$ 38.78
60774	IMAGERY CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.09	33.95%	\$ 15.91	\$ 21.72
5A229	INHERIT ULTRALOC®	BROADLOOM	MODERN EDIT	SY	\$ 71.80	33.93%	\$ 47.44	\$ 64.75
5A193	INLAY ULTRALOC®	BROADLOOM	OPEN WORK	SY	\$ 34.46	33.87%	\$ 22.79	\$ 31.11
60589	INTERPLAY ULTRLOC®	BROADLOOM	NO COLLECTION	SY	\$ 29.25	33.91%	\$ 19.33	\$ 26.38
60777	INTUITION ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 49.33	33.91%	\$ 32.60	\$ 44.49
5A268	JOIN ULTRALOC®	BROADLOOM		SY	\$ 109.24	33.94%	\$ 72.16	\$ 98.49
5A354	KISTA BY LINDSAY STEAD ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 89.06	33.93%	\$ 58.84	\$ 80.31
5A389	KNOWLEDGE ULTRALOC®	BROADLOOM	MIKE FORD + SHAW CONTRACT	SY	\$ 126.39	33.21%	\$ 84.41	\$ 115.21
5A238	KUSA ULTRALOC®	BROADLOOM	TERASU	SY	\$ 43.29	33.93%	\$ 28.60	\$ 39.04
5A183	LAYER ULTRALOC®	BROADLOOM	REWOVEN	SY	\$ 38.88	33.92%	\$ 25.69	\$ 35.06
5A282	LAYERED ULTRALOC®	BROADLOOM		SY	\$ 114.85	33.92%	\$ 75.89	\$ 103.58
60787	LINEN ULTRALOC®	BROADLOOM	GATHER	SY	\$ 70.29	33.93%	\$ 46.44	\$ 63.38
5A165	MELD CLASSICBAC®	BROADLOOM	MIX	SY	\$ 27.84	33.90%	\$ 18.40	\$ 25.11
5A277	METHOD ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 90.75	33.93%	\$ 59.96	\$ 81.84
5A204	MODIFY CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.98%	\$ 17.14	\$ 23.39
5A218	MONOLUTH WOVEN UNITARY	BROADLOOM	NOBLE MATERIALS	SY	\$ 165.16	33.92%	\$ 109.14	\$ 148.96
5A301	MORAL ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 50.54	33.91%	\$ 33.40	\$ 45.59

ShawContract®

Prices Effective: 11/11/2023
Contract # 061323-SII
Updated: 08.21.2024

Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
5A265	MOSAIC ULTRALOC®	BROADLOOM		SY	\$ 69.51	33.93%	\$ 45.93	\$ 62.69
5A279	MOTIF ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 74.19	33.95%	\$ 49.00	\$ 66.88
5A376	NARRATIVE ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 26.51	\$ 36.19
5A179	NATURAL SELECTION ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 110.66	33.93%	\$ 73.11	\$ 99.79
5A292	NICHE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 17.18	33.92%	\$ 11.35	\$ 15.49
5A338	NOOK CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 20.93	33.91%	\$ 13.83	\$ 18.88
5A337	NOTED CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.88	33.93%	\$ 11.15	\$ 15.22
5A300	NOTION ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 50.54	33.91%	\$ 33.40	\$ 45.59
5A293	NOVICE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 14.01	33.99%	\$ 9.25	\$ 12.63
5A187	OUTLINE CLASSICBAC®	BROADLOOM	REWOVEN	SY	\$ 27.88	33.96%	\$ 18.41	\$ 25.13
5A271	PATHWAY ULTRALOC®	BROADLOOM		SY	\$ 112.55	33.94%	\$ 74.35	\$ 101.48
5A294	PERIMETER CLASSICBAC®	BROADLOOM	BUILT ESSENTIALS	SY	\$ 12.84	25.22%	\$ 9.60	\$ 13.10
5A342	PERSONABLE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 21.51	33.95%	\$ 14.21	\$ 19.39
5A025	PETO II CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 27.66	33.92%	\$ 18.28	\$ 24.95
5A295	PREPARE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 15.43	33.94%	\$ 10.19	\$ 13.91
5A189	PRIME CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 19.71	33.90%	\$ 13.03	\$ 17.78
5A347	PROLIFIC BERBER CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 13.90	25.25%	\$ 10.39	\$ 14.18
5A346	PROLIFIC SOLID CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 13.14	25.18%	\$ 9.83	\$ 13.42
5A343	PROMINENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 21.51	33.95%	\$ 14.21	\$ 19.39
60730	PROSPER CLASSICBAC®	BROADLOOM	ABUNDANT LIFE II	SY	\$ 31.41	33.94%	\$ 20.75	\$ 28.32
5A372	PROSPER ULTRALOC® MB	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 33.98	32.19%	\$ 23.04	\$ 31.45
60784	QUEST ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 52.00	33.94%	\$ 34.35	\$ 46.88
5A256	REIMAGINE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.25	33.98%	\$ 16.01	\$ 21.85
5A378	REMAIN 45 OZ. CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 37.24	33.60%	\$ 24.73	\$ 33.75
5A379	REMAIN 55 OZ. CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 44.95	33.62%	\$ 29.84	\$ 40.72
5A339	REMEDY I CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 25.53	33.95%	\$ 16.86	\$ 23.01
5A340	REMEDY II CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 31.79	33.94%	\$ 21.00	\$ 28.66
5A248	REMINISCE ULTRALOC®	BROADLOOM	KINDRED	SY	\$ 25.96	33.94%	\$ 17.15	\$ 23.41
5A266	RIBBONS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 110.80	33.94%	\$ 73.20	\$ 99.91
5A274	SACRED ULTRALOC®	BROADLOOM		SY	\$ 73.36	33.92%	\$ 48.48	\$ 66.17
5A255	SCENERY CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 23.95	33.99%	\$ 15.81	\$ 21.58
50521	SCEPTER II CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 56.03	33.96%	\$ 37.00	\$ 50.50
5A215	SCRIBE CLASSICBAC®	BROADLOOM	HAND DRAWN	SY	\$ 25.95	33.91%	\$ 17.15	\$ 23.41
60775	SENTIMENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 24.19	33.93%	\$ 15.98	\$ 21.81
5A357	SHALE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 109.29	33.94%	\$ 72.20	\$ 98.54
5A260	SHARE ULTRALOC®	BROADLOOM	COMMUNITY	SY	\$ 115.78	33.93%	\$ 76.49	\$ 104.40
5A137	SOLID CLASSICBAC®	BROADLOOM	NO COLLECTION	SY	\$ 52.24	33.94%	\$ 34.51	\$ 47.10
60783	SOPHISTICATION ULTRALOC® MB	BROADLOOM	BUILDING CHARACTER	SY	\$ 51.85	33.92%	\$ 34.26	\$ 46.76
5A257	STATEMENT CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 26.38	33.91%	\$ 17.43	\$ 23.79
5A247	STAY ULTRALOC®	BROADLOOM	KINDRED	SY	\$ 25.96	33.94%	\$ 17.15	\$ 23.41
5A355	STONE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 85.14	33.93%	\$ 56.25	\$ 76.77
5A377	STORY ULTRALOC® MB	BROADLOOM	ANTHOLOGY	SY	\$ 38.26	30.71%	\$ 26.51	\$ 36.19
5A220	STRATA ULTRALOC®	BROADLOOM	NOBLE MATERIALS	SY	\$ 131.34	33.93%	\$ 86.78	\$ 118.44
5A273	STRIATION ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 91.85	33.92%	\$ 60.69	\$ 82.83
5A216	STYLUS CLASSICBAC®	BROADLOOM	HAND DRAWN	SY	\$ 25.95	33.91%	\$ 17.15	\$ 23.41
5A233	SUMMIT CLASSICBAC®	BROADLOOM	PLACES	SY	\$ 25.95	33.95%	\$ 17.14	\$ 23.39
5A275	SWERVE ULTRALOC®	BROADLOOM		SY	\$ 67.55	33.96%	\$ 44.61	\$ 60.89
5A205	SWITCH CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.98%	\$ 17.14	\$ 23.39
60788	TAPESTRY ULTRALOC®	BROADLOOM	GATHER	SY	\$ 70.29	33.93%	\$ 46.44	\$ 63.38
5A037	TERRA CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 21.80	33.94%	\$ 14.40	\$ 19.65
5A123	TEXT CLASSICBAC®	BROADLOOM	TURN-KEY	SY	\$ 31.98	33.92%	\$ 21.13	\$ 28.84
5A249	TEXTILE ULTRALOC®	BROADLOOM	SUITED	SY	\$ 72.65	33.93%	\$ 48.00	\$ 65.51
5A180	TIMBER ULTRALOC®	BROADLOOM	ALTERNATURE	SY	\$ 53.84	33.91%	\$ 35.58	\$ 48.56
5A151	TINT CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 29.99	33.97%	\$ 19.80	\$ 27.02
5A152	TONE CLASSICBAC®	BROADLOOM	SHADE	SY	\$ 29.99	33.97%	\$ 19.80	\$ 27.02
5A203	TRANSFER CLASSICBAC®	BROADLOOM	VIEW	SY	\$ 25.96	33.98%	\$ 17.14	\$ 23.39
5A383	TRU COLOURS ULTRALOC®	BROADLOOM	NO COLLECTION	SY	\$ 34.93	33.93%	\$ 23.08	\$ 31.49
5A298	TRUISM ULTRALOC® MB	BROADLOOM	CULTIVATE SOUL	SY	\$ 69.36	33.96%	\$ 45.81	\$ 62.52
60117	UPSCALE CLASSICBAC®	BROADLOOM	LIVING ENVIRONMENTS	SY	\$ 16.26	33.90%	\$ 10.75	\$ 14.67
5A382	VALLE ULTRALOC®	BROADLOOM	CULTURA	SY	\$ 92.36	34.10%	\$ 60.86	\$ 83.07
5A352	VERVE ULTRALOC®	BROADLOOM	WEST ELM + SHAW CONTRACT	SY	\$ 113.78	33.94%	\$ 75.16	\$ 102.58
5A269	WATERFALL ULTRALOC®	BROADLOOM		SY	\$ 110.64	33.93%	\$ 73.10	\$ 99.77
60745	WELCOME II PERFORMANCE RUBBER BACKING	BROADLOOM	STEPPIN OUT	SY	\$ 65.78	33.97%	\$ 43.43	\$ 59.28
60751	WHISPER WALLCOVERING SBR LATEX	BROADLOOM	NO COLLECTION	SY	\$ 38.49	33.93%	\$ 25.43	\$ 34.71
5A371	WISDOM ULTRALOC® MB	BROADLOOM	LEGACY COLLECTION	SY	\$ 33.43	32.83%	\$ 22.45	\$ 30.64
Tile								
5T392	ABOVE ECOWORX® TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T003	ABSORBED ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 39.24	\$ 53.56
5T461	ACCENT STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 33.23	33.94%	\$ 21.95	\$ 29.96
5T107	ACHROMATIC ECOWORX® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 34.30	\$ 46.81
5T089	ACTIVITY ECOWORX® TILE	TILE	COLLECTIVE TIME	SY	\$ 65.48	33.90%	\$ 43.28	\$ 59.07
5T427	ADAGE ECOWORX® TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 55.01	\$ 75.08
5T202	ADVANCE ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 39.64	\$ 54.10
5T015	AGATE ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 69.63	33.93%	\$ 46.00	\$ 62.78
5T521	ALBAN ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	34.30%	\$ 48.26	\$ 65.87
5T135	ALCHEMY ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 92.03	33.93%	\$ 60.80	\$ 82.98
5T006	ALIGN ECOWORX® TILE	TILE	REWOVEN	SY	\$ 61.60	33.94%	\$ 40.69	\$ 55.54
5T494	ALL TOGETHER ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.44%	\$ 28.28	\$ 38.60
59327	ALLURE ECOWORX® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 30.25	\$ 41.29
5T495	ALONGSIDE ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.44%	\$ 28.28	\$ 38.60
5T126	ANALOG 18" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 39.05	\$ 53.30
5T004	APPLIED ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 39.24	\$ 53.56
5T294	ARRANGE STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T295	ARRAY STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T097	ARTISAN ECOWORX® TILE	TILE	DESIGN JOURNEY	SY	\$ 110.98	33.91%	\$ 73.34	\$ 100.10
5T064	AUGMENT ECOWORX® TILE	TILE	VIRTUAL SPACES	SY	\$ 56.29	33.93%	\$ 37.19	\$ 50.76
5T376	AWARE 18" X 36" ECOLOGIX®	TILE	CREATING SPACE	SY	\$ 58.64	32.81%	\$ 39.40	\$ 53.78
5T358	AWARE 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 34.40	\$ 46.95
5T303	BACK WEAVE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.95%	\$ 52.91	\$ 72.22

ShawContract®

Prices Effective: 11/11/2023
Contract # 061323-SII
Updated: 08.21.2024

Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
5T389	BALCONY ECOWORX® TILE	TILE	CANOPY	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T198	BASALT II ECOWORX® TILE	TILE	A WALK IN THE GARDEN	SY	\$ 56.45	33.92%	\$ 37.30	\$ 50.91
5T159	BASE HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.92%	\$ 53.51	\$ 73.03
5T121	BASIC ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T348	BATIK 18" X 36" ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 56.15	\$ 76.64
5T429	BELIEF ECOWORX® TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 55.01	\$ 75.08
5T261	BELONG ECOWORX® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T218	BEYOND ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 95.25	33.93%	\$ 62.93	\$ 85.89
5T448	BISECT ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T032	BON JOUR II ECOWORX® TILE	TILE	STEPPIN OUT	SY	\$ 82.48	33.92%	\$ 54.50	\$ 74.39
5T192	BOTAN ECOWORX® TILE	TILE	TERASU	SY	\$ 64.75	33.93%	\$ 42.78	\$ 58.39
5T314	BOUNDLESS ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 45.69	33.92%	\$ 30.19	\$ 41.21
59113	BYLINE ECOWORX® TILE	TILE	NO RULES	SY	\$ 47.96	33.93%	\$ 31.69	\$ 43.25
5T493	CALM STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 25.74	\$ 35.13
59554	CAPTIVATE ECOWORX® TILE	TILE	NO RULES	SY	\$ 48.78	33.92%	\$ 32.23	\$ 43.99
5T525	CASA ECOWORX® TILE	TILE	CULTURA	SY	\$ 49.28	33.11%	\$ 32.96	\$ 44.99
59579	CATALYST ECOWORX® TILE	TILE	MIX	SY	\$ 44.19	33.94%	\$ 29.19	\$ 39.84
5T492	CENTERED STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 25.74	\$ 35.13
5T176	CENTRAL LINE ECOWORX® TILE	TILE	PLACES	SY	\$ 45.69	33.92%	\$ 30.19	\$ 41.21
5T124	CENTRIC ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T232	CHALET 9" X 36" ECOWORX® TILE	TILE	ART OF ESCAPE	SY	\$ 48.79	33.94%	\$ 32.23	\$ 43.99
59561	CHARISMA ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 54.51	33.94%	\$ 36.01	\$ 49.15
5T281	CHECK ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 56.16	\$ 76.65
5T485	CHISEL ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T100	CHOK ECOWORX® TILE	TILE	DESIGN JOURNEY	SY	\$ 117.51	33.91%	\$ 77.66	\$ 106.00
5T444	CHROMATONE ECOWORX® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 34.30	\$ 46.81
5T175	CITY CENTRAL ECOWORX® TILE	TILE	PLACES	SY	\$ 45.69	33.92%	\$ 30.19	\$ 41.21
59564	CLEAR ECOWORX® TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 29.05	\$ 39.65
5T381	CLEARING ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 59.05	33.95%	\$ 39.00	\$ 53.23
5T497	COLLABORATION ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 30.99	\$ 42.30
5T438	COLLECTIVE I ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 29.65	\$ 40.47
5T439	COLLECTIVE II ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 29.65	\$ 40.47
5T440	COLLECTIVE III ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 44.90	33.96%	\$ 29.65	\$ 40.47
5T441	COLLECTIVE IV ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 46.76	33.92%	\$ 30.90	\$ 42.17
5T442	COLLECTIVE V ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 46.76	33.92%	\$ 30.90	\$ 42.17
5T112	COLOR FORM 9" X 36" ECOWORX® TILE	TILE	COLOR FRAME AND COLOR FORM	SY	\$ 54.88	33.94%	\$ 36.25	\$ 49.48
5T081	COLOR FRAME ECOWORX® TILE	TILE	COLOR FRAME AND COLOR FORM	SY	\$ 51.43	33.90%	\$ 33.99	\$ 46.39
59358	COLOR PLAY ECOWORX® TILE	TILE	NO RULES	SY	\$ 60.40	33.92%	\$ 39.91	\$ 54.47
5T161	COLOR SHIFT HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.92%	\$ 53.51	\$ 73.03
5T323	COMMONS ECOWORX® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T352	COMPANION STRATAWORX®	TILE	IN SYNC	SY	\$ 35.34	34.12%	\$ 23.28	\$ 31.77
5T515	COMPILATION ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 40.46	\$ 55.23
59342	CONNECT ECOWORX® TILE	TILE	WORKLIFE	SY	\$ 59.58	33.90%	\$ 39.38	\$ 53.75
5T359	CONSCIOUS 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 34.40	\$ 46.95
59326	CONSTELLATION ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 57.41	33.92%	\$ 37.94	\$ 51.78
5T104	CONSTRUCT ECOWORX® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 37.99	\$ 51.85
5T160	CONTACT HEXAGON ECOWORX® TILE	TILE	CONFIGURE	SY	\$ 80.98	33.92%	\$ 53.51	\$ 73.03
5T269	CONVENE ECOWORX® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.95%	\$ 40.06	\$ 54.68
5T103	COPY ECOWORX® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 37.99	\$ 51.85
5T353	CORRESPOND STRATAWORX®	TILE	IN SYNC	SY	\$ 35.34	34.12%	\$ 23.28	\$ 31.77
5T526	CROSS WEAVE ECOWORX® TILE	TILE	CULTURA	SY	\$ 49.28	33.11%	\$ 32.96	\$ 44.99
5T396	CURIOSITY ECOWORX® TILE	TILE	SET UP	SY	\$ 59.85	33.93%	\$ 39.54	\$ 53.97
5T350	CURRENT ECOWORX® TILE	TILE	JOURNEY	SY	\$ 47.99	33.94%	\$ 31.70	\$ 43.27
5T203	DASH ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 39.64	\$ 54.10
5T233	DIFFUSE 24" X 24" ECOLOGIX®	TILE	DIFFUSE AND DISPERSE	SY	\$ 43.93	32.41%	\$ 29.69	\$ 40.52
59575	DIFFUSE 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T478	DIFFUSE COLOR 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T419	DIFFUSE STRATAWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 33.23	33.94%	\$ 21.95	\$ 29.96
5T071	DIRECTION ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T217	DISCOVER ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 67.41	33.93%	\$ 44.54	\$ 60.79
5T395	DISCUSSION ECOWORX® TILE	TILE	SET UP	SY	\$ 59.85	33.93%	\$ 39.54	\$ 53.97
59576	DISPERSE 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T479	DISPERSE COLOR 24" X 24" ECOWORX® TILE	TILE	DIFFUSE AND DISPERSE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T127	DISTORT 18" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 39.05	\$ 53.30
5T411	DIVVY ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
5T457	DOWNTIME STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T265	DREAM ECOWORX® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T142	DRIFT ECOWORX® TILE	TILE	THE PARK	SY	\$ 64.34	33.93%	\$ 42.51	\$ 58.02
5T349	DUNE ECOWORX® TILE	TILE	JOURNEY	SY	\$ 47.99	33.94%	\$ 31.70	\$ 43.27
5T239	DWELLING ECOWORX® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 40.79	\$ 55.67
5T041	DYE LAB ECOWORX® TILE	TILE	DYE LAB	SY	\$ 85.14	33.92%	\$ 56.26	\$ 76.79
59338	EARTH TONE ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 49.49	\$ 67.55
5T343	EASE 9" X 36" ECOLOGIX®	TILE	SYMMETRY	SY	\$ 49.55	33.93%	\$ 32.74	\$ 44.69
5T388	ELEVATE ECOWORX® TILE	TILE	CANOPY	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T040	EMBARK ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 46.15	33.95%	\$ 30.48	\$ 41.60
5T371	ENCLAVE ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.92%	\$ 41.38	\$ 56.48
5T305	ENDLESS ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 41.50	\$ 56.64
5T458	ENERGIZE STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T187	ENGAGE ECOWORX® TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.92%	\$ 33.74	\$ 46.05
5T033	ENTREE ECOWORX® TILE	TILE	STEPPIN OUT	SY	\$ 83.36	33.93%	\$ 55.08	\$ 75.18
59337	ENTWINE ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 49.49	\$ 67.55
5T268	ESTABLISH ECOWORX® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.95%	\$ 40.06	\$ 54.68
5T304	EXCHANGE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.95%	\$ 52.91	\$ 72.22
5T219	EXPANSE ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 95.25	33.93%	\$ 62.93	\$ 85.89
5T151	EXPOSE ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 43.20	\$ 58.96
5T405	FACE TO FACE ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 94.34	33.92%	\$ 62.34	\$ 85.09
5T235	FAMILIAR ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.92%	\$ 55.78	\$ 76.13
5T199	FAULT LINES II ECOWORX® TILE	TILE	A WALK IN THE GARDEN	SY	\$ 56.45	33.92%	\$ 37.30	\$ 50.91
5T455	FELTED HIGH DENSITY NON-WOVEN PET COMPOSITE	TILE	BOTTLEFLOOR	SF	\$ 7.31	33.81%	\$ 4.84	\$ 6.61

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5T079	FIELD ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T113	FINE POINT 18" X 36" ECOWORX® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 39.20	\$ 53.50
5T321	FLAT WEAVE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 55.94	33.94%	\$ 36.95	\$ 50.43
5T500	FOLLOW-UP ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 30.99	\$ 42.30
5T136	FORM ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 89.13	33.92%	\$ 58.89	\$ 80.38
5T169	FOUNDATION ECOWORX® TILE	TILE	EXTRAORDINARY	SY	\$ 67.90	33.89%	\$ 44.89	\$ 61.27
5T517	FRENCH KNOT ECOWORX® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 30.88	\$ 42.14
5T038	FRINGE ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.94%	\$ 35.93	\$ 49.04
59562	GLAZE ECOWORX® TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 29.05	\$ 39.65
59329	GLIMMER ECOWORX® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 30.25	\$ 41.29
5T128	GLTCH 9" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 39.05	\$ 53.30
59534	GRADIENT ECOWORX® TILE	TILE	SHADE	SY	\$ 54.00	33.91%	\$ 35.69	\$ 48.71
5T486	GRIT ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T390	HABITAT ECOWORX® TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T193	HANA ECOWORX® TILE	TILE	TERASU	SY	\$ 61.86	33.92%	\$ 40.88	\$ 55.80
5T450	HAND IN HAND ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 66.15	33.94%	\$ 43.70	\$ 59.64
5T516	HAND STITCH ECOWORX® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 30.88	\$ 42.14
5T522	HAND WOVEN ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	34.30%	\$ 48.26	\$ 65.87
5T037	HAZE ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.94%	\$ 35.93	\$ 49.04
5T320	HEDDLE ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 55.94	33.94%	\$ 36.95	\$ 50.43
5T134	HONED ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 86.14	33.91%	\$ 56.93	\$ 77.70
5T236	HONEST ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.92%	\$ 55.78	\$ 76.13
5T282	HOUNDSTOOTH 18" X 36" ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 56.16	\$ 76.65
5T460	HUB ACCENT STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T459	HUB STRATAWORX® TILE	TILE	ENCOUNTER	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T498	HUDDLE ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 30.99	\$ 42.30
59580	HYBRID ECOWORX® TILE	TILE	MIX	SY	\$ 44.19	33.94%	\$ 29.19	\$ 39.84
5T065	HYPE ECOWORX® TILE	TILE	VIRTUAL SPACES	SY	\$ 56.29	33.93%	\$ 37.19	\$ 50.76
5T237	IDENTITY ECOWORX® TILE	TILE	HAVEN	SY	\$ 84.41	33.92%	\$ 55.78	\$ 76.13
5T346	IKAT 18" X 36" ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 56.15	\$ 76.64
5T188	IMPACT ECOWORX® TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.92%	\$ 33.74	\$ 46.05
5T451	IN COMMON ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 63.25	33.93%	\$ 41.79	\$ 57.04
5T496	IN TUNE ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 42.49	33.44%	\$ 28.28	\$ 38.60
5T010	INFINITE ECOWORX® TILE	TILE	NO RULES	SY	\$ 41.10	33.97%	\$ 27.14	\$ 37.04
59339	INGRAIN ECOWORX® TILE	TILE	ALTERNATURE	SY	\$ 74.90	33.93%	\$ 49.49	\$ 67.55
5T208	INTENT STRATAWORX® TILE	TILE	DISTRICT	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T360	INTENTION 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 34.40	\$ 46.95
5T344	INTERLUDE ECOLOGIX®	TILE	SYMMETRY	SY	\$ 49.55	33.93%	\$ 32.74	\$ 44.69
59558	INTRIGUE ECOWORX® TILE	TILE	NO RULES	SY	\$ 48.78	33.92%	\$ 32.23	\$ 43.99
5T280	JACQUARD 18" X 36" ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 56.16	\$ 76.65
5T016	JASPER ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 72.45	33.94%	\$ 47.86	\$ 65.32
5T412	JIVE ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
5T512	JOURNAL ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 40.46	\$ 55.23
5T046	KASURI ECOWORX® TILE	TILE	OPEN WORK	SY	\$ 62.31	33.90%	\$ 41.19	\$ 56.22
5T499	KICKOFF ECOWORX® TILE	TILE	TEAMWORK	SY	\$ 46.54	33.41%	\$ 30.99	\$ 42.30
59359	KINETIC ECOWORX® TILE	TILE	NO RULES	SY	\$ 62.58	33.90%	\$ 41.36	\$ 56.45
5T301	KNOTTED ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.95%	\$ 52.91	\$ 72.22
5T194	KUSA ECOWORX® TILE	TILE	TERASU	SY	\$ 59.43	33.95%	\$ 39.25	\$ 53.57
5T449	LANDFORM ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T373	LANDING ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.92%	\$ 41.38	\$ 56.48
5T375	LANDING EDGE ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.92%	\$ 41.38	\$ 56.48
59106	LUNAGE ECOWORX® TILE	TILE	NO RULES	SY	\$ 51.10	33.89%	\$ 33.78	\$ 46.11
5T345	LUNEN TILE ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 56.15	\$ 76.64
5T114	LINEWEIGHT 18" X 36" ECOWORX® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 39.20	\$ 53.50
5T523	LOCAL ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	34.30%	\$ 48.26	\$ 65.87
5T513	LYRIC ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 40.46	\$ 55.23
5T325	MAKERSPACE ECOWORX® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T130	MANIPULATE 9" X 36" ECOWORX® TILE	TILE	ALTERED	SY	\$ 59.10	33.93%	\$ 39.05	\$ 53.30
5T263	MEMORY ECOWORX® TILE	TILE	KINDRED	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
59167	MERGE ECOWORX® TILE	TILE	ON THE EDGE	SY	\$ 67.63	33.91%	\$ 44.69	\$ 61.00
5T014	MICA ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 68.80	33.92%	\$ 45.46	\$ 62.05
59164	MINIMAL ECOWORX® TILE	TILE	ON THE EDGE	SY	\$ 67.63	33.91%	\$ 44.69	\$ 61.00
59502	MOMENTUM IV ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 35.19	25.23%	\$ 26.31	\$ 35.91
5T238	NEST ECOWORX® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 40.79	\$ 55.67
5T309	OBSERVE COLOR ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 44.50	\$ 60.74
5T306	OBSERVE ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 41.50	\$ 56.64
5T296	OFFSET STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T166	ORNATE ECOWORX® TILE	TILE	MODERN EDIT	SY	\$ 87.70	33.92%	\$ 57.95	\$ 79.09
5T413	PACE ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
5T354	PARTNER STRATAWORX®	TILE	IN SYNC	SY	\$ 35.34	34.12%	\$ 23.28	\$ 31.77
5T034	PATH ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
59369	PETO II 20 ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 47.76	33.92%	\$ 31.56	\$ 43.08
59371	PETO II 26 ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 53.91	33.97%	\$ 35.60	\$ 48.59
5T098	PLAIN WEAVE ECOWORX® TILE	TILE	DESIGN JOURNEY	SY	\$ 105.28	33.93%	\$ 69.55	\$ 94.93
5T374	PLAINS ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 62.63	33.92%	\$ 41.38	\$ 56.48
5T054	PLANE HEXAGON ECOWORX® TILE	TILE	HEXAGON	SY	\$ 76.85	33.92%	\$ 50.78	\$ 69.31
5T035	PORTAL ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
5T491	POSITIVE STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 25.74	\$ 35.13
5T206	POURED ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T420	POURED STRATAWORX® TILE	TILE	SELECT ONE	SY	\$ 33.23	33.94%	\$ 21.95	\$ 29.96
5T394	PRACTICE ECOWORX® TILE	TILE	SET UP	SY	\$ 59.85	33.93%	\$ 39.54	\$ 53.97
5T361	PRESENT 18" X 36" ECOWORX® TILE	TILE	CREATING SPACE	SY	\$ 52.08	33.94%	\$ 34.40	\$ 46.95
5T423	PRESERVE ECOWORX® TILE	TILE	CANOPY	SY	\$ 60.50	33.92%	\$ 39.98	\$ 54.57
5T123	PRIMARY ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T302	PROCESS ECOWORX® TILE	TILE	COMMUNITY	SY	\$ 80.10	33.95%	\$ 52.91	\$ 72.22
5T209	PURPOSE STRATAWORX® TILE	TILE	DISTRICT	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T324	QUAD ECOWORX® TILE	TILE	CAMPUS	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T017	QUARTZ ECOWORX® TILE	TILE	UNEARTHED COLLECTION	SY	\$ 65.01	33.92%	\$ 42.96	\$ 58.63
5T518	QUILTED ECOWORX® TILE	TILE	CONNECTED THREADS	SY	\$ 45.51	32.16%	\$ 30.88	\$ 42.14

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Contract # 061323-SII
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Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
59361	RADIANCE ECOWORX® TILE	TILE	FEELING PLUSH	SY	\$ 68.23	33.91%	\$ 45.09	\$ 61.54
5T078	REALM ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T152	RELIEF ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 43.20	\$ 58.96
5T141	RENEW ECOWORX® TILE	TILE	THE PARK	SY	\$ 66.75	33.95%	\$ 44.09	\$ 60.18
5T310	RESPOND COLOR ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 44.50	\$ 60.74
5T307	RESPOND ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 41.50	\$ 56.64
5T091	REST ECOWORX® TILE	TILE	COLLECTIVE TIME	SY	\$ 67.26	33.93%	\$ 44.44	\$ 60.65
5T168	RESURFACE ECOWORX® TILE	TILE	EXTRAORDINARY	SY	\$ 82.01	33.92%	\$ 54.19	\$ 73.96
5T165	RETHREAD ECOWORX® TILE	TILE	MODERN EDIT	SY	\$ 87.70	33.92%	\$ 57.95	\$ 79.09
5T069	REVERSE ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T446	RIDGE ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T105	ROTATE ECOWORX® TILE	TILE	CUT AND COMPOSE	SY	\$ 57.49	33.92%	\$ 37.99	\$ 51.85
5T109	SATURATE ECOWORX® TILE	TILE	COLOR AT WORK II	SY	\$ 51.91	33.93%	\$ 34.30	\$ 46.81
5T080	SCAPE ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T514	SCRIPT ECOWORX® TILE	TILE	ANTHOLOGY	SY	\$ 58.41	30.73%	\$ 40.46	\$ 55.23
5T007	SCULPT ECOWORX® TILE	TILE	REWOVEN	SY	\$ 60.21	33.93%	\$ 39.78	\$ 54.29
5T183	SCULPT LOOP ECOWORX® TILE	TILE	REWOVEN	SY	\$ 60.21	33.93%	\$ 39.78	\$ 54.29
5T172	SEA ECOWORX® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T173	SEA EDGE ECOWORX® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T216	SEEK ECOWORX® TILE	TILE	OFF THE GRID	SY	\$ 67.41	33.93%	\$ 44.54	\$ 60.79
5T070	SHAPE ECOWORX® TILE	TILE	VIEW	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T240	SHELTER ECOWORX® TILE	TILE	HAVEN	SY	\$ 61.74	33.93%	\$ 40.79	\$ 55.67
59328	SHINE ECOWORX® TILE	TILE	BRIGHTWORK	SY	\$ 45.79	33.93%	\$ 30.25	\$ 41.29
5T452	SIDE BY SIDE ECOWORX® TILE	TILE	COLLECTIVE	SY	\$ 66.15	33.94%	\$ 43.70	\$ 59.64
5T524	SIERRA ECOWORX® TILE	TILE	CULTURA	SY	\$ 73.46	34.30%	\$ 48.26	\$ 65.87
5T210	SITUATION STRATAWORX® TILE	TILE	DISTRICT	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T174	SKY ECOWORX® TILE	TILE	PLACES	SY	\$ 40.49	33.93%	\$ 26.75	\$ 36.51
5T133	SLAB ECOWORX® TILE	TILE	NOBLE MATERIALS	SY	\$ 86.56	33.92%	\$ 57.20	\$ 78.07
5T315	SOURCE 9" X 36" ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 45.69	33.92%	\$ 30.19	\$ 41.21
5T489	SPARK ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T406	SPOKEN ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 67.20	33.94%	\$ 44.39	\$ 60.59
5T207	STACKED ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T447	STEPPE ECOWORX® TILE	TILE	FLOOR ARCHITECTURE	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T116	STIPPLE 18" X 36" ECOWORX® TILE	TILE	HAND DRAWN	SY	\$ 59.31	33.91%	\$ 39.20	\$ 53.50
5T456	STITCHED HIGH DENSITY NON-WOVEN PET COMPOSITE	TILE	BOTTLEFLOOR	SF	\$ 8.70	33.91%	\$ 5.75	\$ 7.85
5T484	STONEWORK ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T297	STRUCTURE STRATAWORX® TILE	TILE	SIMPLY BY NATURE	SY	\$ 30.10	33.92%	\$ 19.89	\$ 27.15
5T409	SUBTEXT ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 52.84	33.93%	\$ 34.91	\$ 47.65
5T267	SUPPORT ECOWORX® TILE	TILE	ASSEMBLY	SY	\$ 60.65	33.95%	\$ 40.06	\$ 54.68
5T125	SURROUND ECOWORX® TILE	TILE	SPACE WORK	SY	\$ 37.38	33.94%	\$ 24.69	\$ 33.70
5T421	SURROUND STRATAWORX® TILE	TILE	SPACE WORK	SY	\$ 33.23	33.94%	\$ 21.95	\$ 29.96
5T391	SUSPEND ECOWORX® TILE	TILE	CANOPY	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T414	SWIFT ECOWORX® TILE	TILE	ALL ACCESS	SY	\$ 76.91	33.94%	\$ 50.81	\$ 69.35
5T018	TANGLE ECOWORX® TILE	TILE	NO RULES	SY	\$ 44.26	33.94%	\$ 29.24	\$ 39.91
5T347	TAPESTRY 18" X 36" ECOWORX® TILE	TILE	GATHER	SY	\$ 85.00	33.94%	\$ 56.15	\$ 76.64
5T019	TEMPT ECOWORX® TILE	TILE	NO RULES	SY	\$ 44.26	33.94%	\$ 29.24	\$ 39.91
5T279	TEXTILE 18" X 36" ECOWORX® TILE	TILE	SUITED	SY	\$ 85.01	33.94%	\$ 56.16	\$ 76.65
5T186	THINK ECOWORX® TILE	TILE	MINDFUL PLAY	SY	\$ 51.06	33.92%	\$ 33.74	\$ 46.05
5T156	TINGE ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T005	TRACE ECOWORX® TILE	TILE	REWOVEN	SY	\$ 61.60	33.94%	\$ 40.69	\$ 55.54
5T204	TRACK ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 39.64	\$ 54.10
5T311	TRANSFORM COLOR ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 67.36	33.94%	\$ 44.50	\$ 60.74
5T308	TRANSFORM ECOWORX® TILE	TILE	LIVING SYSTEMS	SY	\$ 62.83	33.94%	\$ 41.50	\$ 56.64
5T408	TRANSLATE ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 52.84	33.93%	\$ 34.91	\$ 47.65
59563	TRANSPARENT ECOWORX® TILE	TILE	CLEARVIEW	SY	\$ 43.96	33.92%	\$ 29.05	\$ 39.65
59368	TRU COLOURS ECOWORX® TILE	TILE	NO COLLECTION	SY	\$ 50.06	17.72%	\$ 41.19	\$ 56.22
5T428	TRUISM ECOWORX® TILE	TILE	CULTIVATE SOUL	SY	\$ 83.28	33.94%	\$ 55.01	\$ 75.08
5T205	TURN ECOWORX® TILE	TILE	ACTIVE	SY	\$ 59.95	33.88%	\$ 39.64	\$ 54.10
5T150	UNCOVER ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 65.38	33.92%	\$ 43.20	\$ 58.96
5T157	UNDERTONE ECOWORX® TILE	TILE	VERTICAL LAYERS	SY	\$ 43.61	33.94%	\$ 28.81	\$ 39.32
5T490	UPBEAT STRATAWORX® TILE	TILE	NEW PATH	SY	\$ 38.68	33.45%	\$ 25.74	\$ 35.13
5T110	VALUE ECOWORX® TILE	TILE	COLOR AT WORK	SY	\$ 51.91	33.93%	\$ 34.30	\$ 46.81
5T036	VAPOR ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 54.39	33.94%	\$ 35.93	\$ 49.04
5T009	VAST ECOWORX® TILE	TILE	NO RULES	SY	\$ 41.10	33.97%	\$ 27.14	\$ 37.04
59114	VERTICAL EDGE ECOWORX® TILE	TILE	ON THE EDGE	SY	\$ 71.21	33.92%	\$ 47.06	\$ 64.23
5T001	VIBRANT ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 39.24	\$ 53.56
5T002	VISIBLE ECOWORX® TILE	TILE	LIGHT SERIES	SY	\$ 59.39	33.93%	\$ 39.24	\$ 53.56
5T380	VISTA ECOWORX® TILE	TILE	SHIFTING FIELDS	SY	\$ 44.65	33.91%	\$ 29.51	\$ 40.28
5T039	WANDER ECOWORX® TILE	TILE	MATERIAL MATTERS	SY	\$ 46.15	33.95%	\$ 30.48	\$ 41.60
5T426	WEATHERED COLOR ECOWORX® TILE	TILE	CANOPY	SY	\$ 64.30	33.86%	\$ 42.53	\$ 58.05
5T424	WEATHERED ECOWORX® TILE	TILE	CANOPY	SY	\$ 60.50	33.92%	\$ 39.98	\$ 54.57
5T031	WELCOME II ECOWORX® TILE	TILE	STEPPING OUT	SY	\$ 81.10	33.83%	\$ 53.66	\$ 73.24
5T425	WILDWOOD ECOWORX® TILE	TILE	CANOPY	SY	\$ 60.50	33.92%	\$ 39.98	\$ 54.57
5T407	WRITTEN ECOWORX® TILE	TILE	DIALOGUE	SY	\$ 67.20	33.94%	\$ 44.39	\$ 60.59
5T488	ZEAL ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T487	ZEST ECOWORX® TILE	TILE	WEST ELM + SHAW CONTRACT	SY	\$ 66.41	33.96%	\$ 43.86	\$ 59.86
5T158	ZONE ECOWORX® TILE	TILE	THE PARK	SY	\$ 77.28	33.90%	\$ 51.08	\$ 69.72
Resilient Tile & Plar								
4107V	ABIDE	HARD SURFACE	ABIDE & INHABIT	SF	\$ 4.65	33.76%	\$ 3.08	\$ 4.48
4113V	AMALGAM	HARD SURFACE	EON AND AMALGAM	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
4339V	BASIS	HARD SURFACE	MINERALFLOOR	SF	\$ 8.11	34.05%	\$ 5.35	\$ 7.78
4256V	BRANCHING OUT 5MM	HARD SURFACE	BRANCHING OUT	SF	\$ 6.58	33.84%	\$ 4.35	\$ 6.32
4308V	BRANCHING OUT CORETEC 12 MIL	HARD SURFACE	BRANCHING OUT	SF	\$ 5.01	33.97%	\$ 3.31	\$ 4.81
4309V	BRANCHING OUT CORETEC 20 MIL	HARD SURFACE	BRANCHING OUT	SF	\$ 5.61	34.08%	\$ 3.70	\$ 5.38
4097V	CAST 2.5 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 5.53	33.76%	\$ 3.66	\$ 5.32
4098V	CAST 5.0 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 6.89	33.94%	\$ 4.55	\$ 6.61
4143V	CODED	HARD SURFACE	DIALOGUE	SF	\$ 7.13	34.04%	\$ 4.70	\$ 6.83
4350V	COMMINGLE	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
098UV	COMPOSED	HARD SURFACE	CONCRETE AND COMPOSED	SF	\$ 5.98	30.54%	\$ 4.15	\$ 6.03



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STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
4074V	COMPOUND 2.5 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 5.53	33.76%	\$ 3.66	\$ 5.32
4077V	COMPOUND 5.0 MM	HARD SURFACE	COMPOUND AND CAST	SF	\$ 6.89	33.94%	\$ 4.55	\$ 6.61
094UV	CONCRETE	HARD SURFACE	CONCRETE AND COMPOSED	SF	\$ 5.98	30.54%	\$ 4.15	\$ 6.03
0927V	COVE	HARD SURFACE	UNITE	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
4140V	COVER	HARD SURFACE	COVER AND ENVELOP	SF	\$ 7.24	33.82%	\$ 4.79	\$ 6.96
0203V	CRETE	HARD SURFACE	CRETE AND JEOGORI	SF	\$ 5.14	30.71%	\$ 3.56	\$ 5.17
4431V	CROSSING PATHS 2.5	HARD SURFACE	CULTURA	SF	\$ 4.48	32.40%	\$ 3.03	\$ 4.40
4392V	CROSSING PATHS 5.0	HARD SURFACE	CULTURA	SF	\$ 8.28	39.58%	\$ 5.00	\$ 7.27
0922V	CUT	HARD SURFACE	NATURAL CHOREOGRAPHY	SF	\$ 6.54	30.55%	\$ 4.54	\$ 6.60
058UV	DEFINED	HARD SURFACE	STRATUM	SF	\$ 8.28	30.51%	\$ 5.75	\$ 8.36
0618V	EMERGE	HARD SURFACE	NOBLE MATERIALS	SF	\$ 5.83	30.64%	\$ 4.04	\$ 5.87
4141V	ENVELOP	HARD SURFACE	COVER AND ENVELOP	SF	\$ 7.24	33.82%	\$ 4.79	\$ 6.96
4112V	EON	HARD SURFACE	EON AND AMALGAM	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
4069V	EXPRESSION	HARD SURFACE	COMMUNITY	SF	\$ 6.09	30.51%	\$ 4.23	\$ 6.15
4385V	FLOW 2.5	HARD SURFACE	FUNCTION + FLOW	SF	\$ 4.04	33.44%	\$ 2.69	\$ 3.91
4387V	FLOW 5.0	HARD SURFACE	FUNCTION + FLOW	SF	\$ 6.55	33.40%	\$ 4.36	\$ 6.34
4419V	FLOW 5.0 LLT	HARD SURFACE	FUNCTION + FLOW	SF	\$ 7.13	33.51%	\$ 4.74	\$ 6.89
4386V	FUNCTION 2.5	HARD SURFACE	FUNCTION + FLOW	SF	\$ 4.04	33.44%	\$ 2.69	\$ 3.91
4388V	FUNCTION 5.0	HARD SURFACE	FUNCTION + FLOW	SF	\$ 6.55	33.40%	\$ 4.36	\$ 6.34
0502V	GRAIN DIRECT GLUE	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 4.59	30.46%	\$ 3.19	\$ 4.64
0364V	GRAIN FLOATING	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 6.14	28.96%	\$ 4.36	\$ 6.34
0896V	IN TANDEM	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.85	\$ 9.96
4430V	IN UNISON 2.5	HARD SURFACE	CULTURA	SF	\$ 4.35	32.47%	\$ 2.94	\$ 4.27
4391V	IN UNISON 5.0	HARD SURFACE	CULTURA	SF	\$ 7.93	39.59%	\$ 4.79	\$ 6.96
4068V	INCLUSIVE	HARD SURFACE	COMMUNITY	SF	\$ 6.09	30.51%	\$ 4.23	\$ 6.15
0926V	INLET	HARD SURFACE	UNITE	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
4372V	INLET II	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
0895V	INNATE	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.85	\$ 9.96
4367V	INNATE STRIA TILE	HARD SURFACE	INNATE AND IN TANDEM	SF	\$ 9.86	30.54%	\$ 6.85	\$ 9.96
0884V	INSPIRE	HARD SURFACE	MINDFUL PLAY	SF	\$ 6.11	33.91%	\$ 4.04	\$ 5.87
4120V	INSPIRE 5.0 MM	HARD SURFACE	MINDFUL PLAY	SF	\$ 6.89	33.94%	\$ 4.55	\$ 6.61
0692V	INTRICATE	HARD SURFACE	MODERN EDIT	SF	\$ 4.96	30.48%	\$ 3.45	\$ 5.01
0215V	JEOGORI	HARD SURFACE	CRETE AND JEOGORI	SF	\$ 5.14	30.71%	\$ 3.56	\$ 5.17
0993V	JOY SQUARED	HARD SURFACE	JOY SQUARED	SF	\$ 5.54	33.91%	\$ 3.66	\$ 5.32
4123V	KIND	HARD SURFACE	CREATING SPACE	SF	\$ 5.81	30.49%	\$ 4.04	\$ 5.87
4124V	MINDSET LVT	HARD SURFACE	SET UP	SF	\$ 6.05	33.88%	\$ 4.00	\$ 5.81
0116V	NATIVE ORIGINS	HARD SURFACE	NO COLLECTION	SF	\$ 2.85	27.72%	\$ 2.06	\$ 2.99
4338V	ORIGIN	HARD SURFACE	MINERAL FLOOR	SF	\$ 8.11	34.05%	\$ 5.35	\$ 7.78
0503V	PIGMENT DIRECT GLUE	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 5.04	30.52%	\$ 3.50	\$ 5.09
0365V	PIGMENT FLOATING	HARD SURFACE	GRAIN AND PIGMENT	SF	\$ 6.96	30.48%	\$ 4.84	\$ 7.04
0186V	QUIET COVER	HARD SURFACE	NO COLLECTION	SF	\$ 7.26	30.60%	\$ 5.04	\$ 7.33
4004V	REFRAME	HARD SURFACE	REFRAME	SF	\$ 8.70	27.70%	\$ 6.29	\$ 9.14
4089V	REPOSE	HARD SURFACE	LIVING ENVIRONMENTS	SF	\$ 3.63	30.21%	\$ 2.53	\$ 3.68
4094V	RESIDE 12 MIL	HARD SURFACE	RESIDE	SF	\$ 2.24	30.28%	\$ 1.56	\$ 2.27
4381V	RESIDE 20 MIL	HARD SURFACE	RESIDE	SF	\$ 3.74	38.19%	\$ 2.31	\$ 3.36
4325V	RESIDE 6 MIL	HARD SURFACE	RESIDE	SF	\$ 1.79	32.87%	\$ 1.20	\$ 1.74
4099V	RESIDE 8 MIL	HARD SURFACE	RESIDE	SF	\$ 1.86	27.52%	\$ 1.35	\$ 1.96
4090V	RESPITE	HARD SURFACE	NO COLLECTION	SF	\$ 4.25	30.59%	\$ 2.95	\$ 4.29
0733V	RETHINK	HARD SURFACE	RETHINK	SF	\$ 10.89	30.56%	\$ 7.56	\$ 10.99
0945V	SHEAR	HARD SURFACE	NATURAL CHOREOGRAPHY	SF	\$ 6.54	30.55%	\$ 4.54	\$ 6.60
0648V	SOLITUDE	HARD SURFACE	SOLITUDE	SF	\$ 5.69	30.55%	\$ 3.95	\$ 5.74
4063V	SOUNDSCAPE	HARD SURFACE	SOUNDSCAPE	SF	\$ 6.46	34.08%	\$ 4.26	\$ 6.19
0012V	STATIC SMART 12	HARD SURFACE		SF	\$ 8.25	37.58%	\$ 5.15	\$ 7.49
0516V	STRAND	HARD SURFACE	SURFACE AND STRAND	SF	\$ 4.68	30.48%	\$ 3.25	\$ 4.72
023UV	STRATUM 500	HARD SURFACE	STRATUM	SF	\$ 6.79	30.61%	\$ 4.71	\$ 6.85
024UV	STRATUM 700	HARD SURFACE	STRATUM	SF	\$ 6.79	30.61%	\$ 4.71	\$ 6.85
053UV	STRATUM EIRIS	HARD SURFACE	STRATUM	SF	\$ 8.18	30.52%	\$ 5.68	\$ 8.26
055UV	STRATUM LINEAR	HARD SURFACE	STRATUM	SF	\$ 8.46	30.52%	\$ 5.88	\$ 8.55
034UV	STRATUM XL	HARD SURFACE	STRATUM	SF	\$ 7.83	30.48%	\$ 5.44	\$ 7.91
4151V	STRUCTURED	HARD SURFACE		SF	\$ 4.68	30.48%	\$ 3.25	\$ 4.72
0515V	SURFACE	HARD SURFACE	SURFACE AND STRAND	SF	\$ 4.68	30.48%	\$ 3.25	\$ 4.72
4111V	TAILORED	HARD SURFACE	TAILORED	SF	\$ 10.89	30.56%	\$ 7.56	\$ 10.99
4108V	TERRACE 2.5 MM	HARD SURFACE	TERASU	SF	\$ 5.00	33.80%	\$ 3.31	\$ 4.81
4216V	TERRACE 5.0 MM	HARD SURFACE	TERASU	SF	\$ 6.20	30.48%	\$ 4.31	\$ 6.26
0564V	TERRAIN 20 MIL	HARD SURFACE		SF	\$ 3.51	37.37%	\$ 2.20	\$ 3.20
0655V	TERRAIN 8 MIL	HARD SURFACE	TERRAIN	SF	\$ 1.89	27.95%	\$ 1.36	\$ 1.98
0453V	TERRAIN II 12 MIL	HARD SURFACE	TERRAIN II	SF	\$ 3.40	33.82%	\$ 2.25	\$ 3.27
0454V	TERRAIN II 20 MIL	HARD SURFACE	TERRAIN II	SF	\$ 4.26	34.02%	\$ 2.81	\$ 4.09
4110V	TERRAIN II 20 MIL 5 MM	HARD SURFACE	TERRAIN II	SF	\$ 6.39	28.92%	\$ 4.54	\$ 6.60
0892V	TERRAIN II 30 MIL	HARD SURFACE	TERRAIN II	SF	\$ 5.54	34.27%	\$ 3.64	\$ 5.29
0452V	TERRAIN II 8 MIL	HARD SURFACE		SF	\$ 1.89	27.81%	\$ 1.36	\$ 1.98
4125V	TERRAIN II RIGID CORE	HARD SURFACE	TERRAIN II	SF	\$ 7.24	33.82%	\$ 4.79	\$ 6.96
4122V	THOUGHTFUL	HARD SURFACE	CREATING SPACE	SF	\$ 6.70	30.60%	\$ 4.65	\$ 6.76
4142V	TYPE	HARD SURFACE	DIALOGUE	SF	\$ 7.13	34.04%	\$ 4.70	\$ 6.83
0187V	UNCOMMON GROUND 4"	HARD SURFACE	UNCOMMON GROUND	SF	\$ 4.69	30.67%	\$ 3.25	\$ 4.72
0188V	UNCOMMON GROUND 6"	HARD SURFACE	UNCOMMON GROUND	SF	\$ 4.53	30.39%	\$ 3.15	\$ 4.58
4349V	UNION	HARD SURFACE	UNITE II	SF	\$ 6.78	30.63%	\$ 4.70	\$ 6.83
0601V	UNVEIL	HARD SURFACE	VERTICAL LAYERS	SF	\$ 5.09	30.42%	\$ 3.54	\$ 5.15
Resilient Sheet								
4057V	ADVENTURE SHEET	HARD SURFACE	LIVING ENVIRONMENTS	SY	\$ 14.11	30.13%	\$ 9.86	\$ 14.33
0718V	ARTESIAN SHEET	HARD SURFACE	QUITE CANVAS	SY	\$ 16.34	27.71%	\$ 11.81	\$ 17.17
0301V	BASSTONES SHEET	HARD SURFACE	NO COLLECTION	SY/Roll	\$ 52.76	30.59%	\$ 36.63	\$ 53.24
0897V	IN TANDEM SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 79.68	31.47%	\$ 54.60	\$ 79.37
4106V	INHABIT SHEET	HARD SURFACE	ABIDE & INHABIT	SY	\$ 52.76	30.58%	\$ 36.63	\$ 53.24
4366V	INNATE LINEN SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 84.04	33.96%	\$ 55.50	\$ 80.67
4219V	INNATE SHEET	HARD SURFACE	INNATE AND IN TANDEM	SY	\$ 79.68	31.47%	\$ 54.60	\$ 79.37
0002V	NATURELIFE WOOD II	HARD SURFACE	NO COLLECTION	SY	\$ 52.76	30.58%	\$ 36.63	\$ 53.24
0797V	REED SHEET	HARD SURFACE	TERASU	SY	\$ 52.76	30.58%	\$ 36.63	\$ 53.24
0004V	REXCOURT SHEET	HARD SURFACE	NO COLLECTION	SY	\$ 77.75	30.57%	\$ 53.98	\$ 78.46



Prices Effective: 11/11/2023
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Updated: 08.21.2024

Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
0798V	ROJI SHEET	HARD SURFACE		SY	\$ 52.76	30.58%	\$ 36.63	\$ 53.24
0796V	TATAMI SHEET	HARD SURFACE	TERASU	SY	\$ 52.76	30.58%	\$ 36.63	\$ 53.24
4376V	VITALITY HUES	HARD SURFACE	VITALITY	SY	\$ 59.85	39.42%	\$ 36.26	\$ 52.71
0873V	VITALITY SHEET	HARD SURFACE	VITALITY	SY	\$ 48.11	30.58%	\$ 33.40	\$ 48.55
4375V	VITALITY TONES	HARD SURFACE	VITALITY	SY	\$ 46.63	33.94%	\$ 30.80	\$ 44.77
Hardwood								
CA362	AUTHENTICITY	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 9.05	25.30%	\$ 6.76	\$ 9.83
CA350	BESPOKE OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 13.29	33.92%	\$ 8.78	\$ 12.76
203UV	CAMARET OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 15.41	33.95%	\$ 10.18	\$ 14.80
CA364	HANDCRAFTED OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 14.79	25.21%	\$ 11.06	\$ 16.08
CA302	OAK TRADITIONS 3 1/4"	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 6.63	33.89%	\$ 4.38	\$ 6.37
CA303	OAK TRADITIONS 5"	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 7.05	34.04%	\$ 4.65	\$ 6.76
CA308	REFINED OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 7.98	32.92%	\$ 5.35	\$ 7.78
CA286	RESURGENCE OAK	HARDWOOD	COMMERCIAL HARDWOOD	SF	\$ 10.25	30.15%	\$ 7.16	\$ 10.41
Accessories and Ac								
H3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 106.25	21.04%	\$ 83.89	\$ 114.50
N3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE TILE		4 GAL PAIL	\$ 106.25	21.04%	\$ 83.89	\$ 114.50
252VS	4 FT LUMINOUS RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 825.38	18.50%	\$ 672.64	\$ 918.06
246VS	4 FT STANDARD RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 580.36	18.56%	\$ 472.64	\$ 645.09
177CA	4 IN COVE ECOWALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 136.29	19.19%	\$ 110.14	\$ 150.33
176CA	4 IN COVE ECOWALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 136.29	19.19%	\$ 110.14	\$ 150.33
168CA	4 IN COVE WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 112.64	\$ 153.73
172CA	4 IN COVE WALL BASE ROLL VINYL	HARD SURFACE		Box	\$ 140.88	19.16%	\$ 113.89	\$ 155.44
167CA	4 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 112.64	\$ 153.74
171CA	4 IN COVE WALL BASE STICKS VINYL	HARD SURFACE		Box	\$ 107.19	19.40%	\$ 86.39	\$ 117.91
170CA	4 IN STRAIGHT WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 112.64	\$ 153.73
169CA	4 IN STRAIGHT WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 139.35	19.17%	\$ 112.64	\$ 153.74
149VS	4.5 IN ANGLE PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 229.10	21.67%	\$ 179.46	\$ 244.94
175CA	4.5 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 177.63	18.99%	\$ 143.89	\$ 196.39
150VS	4.5 IN DETAIL PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 232.58	21.67%	\$ 182.18	\$ 248.65
185CA	4.5" COVE BASE ROLL	HARD SURFACE		Roll	\$ 177.63	18.99%	\$ 143.89	\$ 196.39
H4000	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM		EA	\$ 20.70	20.63%	\$ 16.43	\$ 22.42
339VS	4062 SEAM SEALER	ADHESIVE RESILIENT		EA	\$ 15.71	14.19%	\$ 13.48	\$ 18.40
340VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT		4 GAL PAIL	\$ 287.50	20.39%	\$ 228.89	\$ 312.40
9150N	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE TILE		4 GAL PAIL	\$ 287.50	20.39%	\$ 228.89	\$ 312.40
253VS	6 FT LUMINOUS RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 825.38	18.50%	\$ 672.64	\$ 918.06
247VS	6 FT STANDARD RUBBER STAIR TREAD BOX OF 24 FT	HARD SURFACE		Box	\$ 580.36	18.56%	\$ 472.64	\$ 645.09
174CA	6 IN COVE WALL BASE ROLL THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 185.29	18.97%	\$ 150.14	\$ 204.92
173CA	6 IN COVE WALL BASE STICKS THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 185.29	18.97%	\$ 150.14	\$ 204.92
303VS	6 IN DETAIL PROFILE WALL BASE THERMOPLASTIC RUBBER	HARD SURFACE		Box	\$ 302.08	21.67%	\$ 236.63	\$ 322.97
H6200	6200 - ADHESIVE DETACKIFIER	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 164.84	20.17%	\$ 131.60	\$ 179.62
J7300	7300 - OUTDOOR TURF ADHESIVE	ADHESIVE BROADLOOM		2 GAL PAIL	\$ 168.35	22.16%	\$ 131.05	\$ 178.87
H8300	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM		EA	\$ 13.28	21.01%	\$ 10.49	\$ 14.32
H9050	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 90.00	13.11%	\$ 78.20	\$ 106.73
032VS	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT		4 GAL PAIL	\$ 90.00	13.11%	\$ 78.20	\$ 106.73
031UV	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT		4 GAL PAIL	\$ 128.49	31.89%	\$ 87.51	\$ 119.44
9100K	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE		EA	\$ 25.00	13.60%	\$ 21.60	\$ 29.48
AVNET	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM		ROLL	\$ 482.81	20.57%	\$ 383.48	\$ 523.40
AVEUU	ADVANTAGE SYSTEM	ADHESIVE TILE		ROLL	\$ 482.81	20.57%	\$ 383.48	\$ 523.40
001VS	BIO LIFE WELD ROD	HARD SURFACE		ROLL	\$ 73.48	22.16%	\$ 57.20	\$ 78.07
270VS	BIO-BASED WELD ROD	HARD SURFACE		ROLL	\$ 144.00	22.16%	\$ 112.09	\$ 152.99
144VS	CARPET REDUCER 5/16"	HARD SURFACE		BOX	\$ 104.69	20.26%	\$ 83.48	\$ 113.94
016VS	COPPER	ADHESIVE RESILIENT		KIT	\$ 1.53	35.29%	\$ 0.99	\$ 1.35
166VS	COVE ADHESIVE	ADHESIVE RESILIENT		1 GAL PAIL	\$ 32.86	14.18%	\$ 28.20	\$ 38.49
141VS	COVE TUBE ADHESIVE	ADHESIVE RESILIENT		BOX	\$ 95.71	13.66%	\$ 82.64	\$ 112.79
CU024	CUSHIONWORX 2MM	ADHESIVE TILE		ROLL	\$ 502.13	37.73%	\$ 312.66	\$ 426.74
CU034	CUSHIONWORX 3MM	ADHESIVE TILE		ROLL	\$ 907.50	37.73%	\$ 565.09	\$ 771.27
269VS	FINISH MICRO-TRANSITION 0.22 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 350.46	33.94%	\$ 231.53	\$ 316.00
268VS	FINISH MICRO-TRANSITION 0.25 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 365.43	33.94%	\$ 241.41	\$ 329.50
267VS	FINISH MICRO-TRANSITION 0.28 IN BOX OF 78 FT	HARD SURFACE		Box	\$ 389.41	33.94%	\$ 257.26	\$ 351.13
215DE	FUSION PRIMER/EPOXY CONSOLIDATION TREATMENT	HARD SURFACE		BOX	\$ 180.00	13.42%	\$ 155.84	\$ 212.70
087VS	GROUNDWORKS	HARD SURFACE		ROLL	\$ 65.71	13.33%	\$ 56.95	\$ 77.73
00LDA	LOKDOT APPLICATOR	ADHESIVE TILE		unit	\$ 131.69	19.21%	\$ 106.39	\$ 145.21
LOK4S	LOKDOTS® CARPET TILE ADHESIVE 4 ROLL SLEEVE	ADHESIVE TILE		unit	\$ 186.83	18.97%	\$ 151.39	\$ 206.63
00LDR	LOKDOTS® CARPET TILE ADHESIVE 8 ROLL SLEEVE	ADHESIVE TILE		unit	\$ 316.98	19.24%	\$ 255.98	\$ 349.38
LKSEA	LOKSEAM APPLICATOR	ADHESIVE RESILIENT		UNIT	\$ 102.55	22.17%	\$ 79.81	\$ 108.93
LKSER	LOKSEAM REPLACEMENT CARTRIDGES	ADHESIVE BROADLOOM		unit	\$ 394.98	33.94%	\$ 260.94	\$ 356.15
LOKSE	LOKSEAM STARTER KIT	ADHESIVE RESILIENT		UNIT	\$ 280.60	22.16%	\$ 218.41	\$ 298.10
183CA	LOKWORX CARPET TILE ADHESIVE 1 GALLON	ADHESIVE TILE		1 Gal Pail	\$ 42.88	20.96%	\$ 33.89	\$ 46.26
182CA	LOKWORX CARPET TILE ADHESIVE 4 GALLON	ADHESIVE TILE		4 Gal Pail	\$ 131.69	20.05%	\$ 105.28	\$ 143.69
H3600	LOKWORX ECOWORX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM		4 GAL PAIL	\$ 98.57	15.31%	\$ 83.48	\$ 113.94
230CA	LOKWORX RESILIENT SHEET ADHESIVE, 4 GALLON	HARD SURFACE		4 Gal Pail	\$ 151.60	19.10%	\$ 122.64	\$ 167.39
180CA	LOKWORX RESILIENT TILE ADHESIVE 1 GALLON	ADHESIVE RESILIENT		1 Gal Pail	\$ 50.54	20.57%	\$ 40.14	\$ 54.79
179CA	LOKWORX RESILIENT TILE ADHESIVE 4 GALLON	ADHESIVE RESILIENT		4 Gal Pail	\$ 151.60	19.10%	\$ 122.64	\$ 167.39
LWRX0	LOKWORX TABS CARPET TILE ADHESIVE BOX OF 500	ADHESIVE TILE		Box	\$ 384.01	33.94%	\$ 253.69	\$ 346.25
H5001	LOKWORX+ PLUS CARPET TILE ADHESIVE, 1 GALLON	ADHESIVE TILE		1 Gal Pail	\$ 42.88	19.65%	\$ 34.45	\$ 47.02
N5000	LOKWORX+ PLUS CARPET TILE ADHESIVE, 4 GALLON	ADHESIVE TILE		4 Gal Pail	\$ 139.35	19.96%	\$ 111.53	\$ 152.22
H1000	LOKWORX+ PREMIUM BROADLOOM ADHESIVE 4 GALLON	ADHESIVE BROADLOOM		4 Gal Pail	\$ 70.44	19.94%	\$ 56.39	\$ 76.96
165CA	LOKWORX+ PREMIUM RESILIENT SHEET ADHESIVE 1 GALLON	HARD SURFACE		1 Gal Pail	\$ 75.04	19.85%	\$ 60.14	\$ 82.08
166CA	LOKWORX+ PREMIUM RESILIENT SHEET ADHESIVE 4 GALLON	HARD SURFACE		4 Gal Pail	\$ 245.01	19.50%	\$ 197.23	\$ 269.19
163CA	LOKWORX+ PREMIUM RESILIENT TILE ADHESIVE 1 GALLON	ADHESIVE RESILIENT		1 Gal Pail	\$ 75.04	19.85%	\$ 60.14	\$ 82.08
164CA	LOKWORX+ PREMIUM RESILIENT TILE ADHESIVE 4 GALLON	ADHESIVE RESILIENT		SF	\$ 245.01	19.50%	\$ 197.23	\$ 269.19
256VS	MOISTURESHIELD™	HARD SURFACE		SF	\$ 917.25	18.49%	\$ 747.64	\$ 1,020.43
9125H	MOISTURETEK™ (BROADLOOM)	ADHESIVE BROADLOOM		EA	\$ 1,116.33	18.47%	\$ 910.14	\$ 1,242.22
231DE	MOISTURETEK™ (RESILIENT TILE)	HARD SURFACE		EA	\$ 1,116.33	18.47%	\$ 910.14	\$ 1,242.22
235DE	MRP MOISTURE RESISTANT PRIMER	HARD SURFACE		UNIT	\$ 970.31	20.11%	\$ 775.14	\$ 1,057.96
348VS	MULTI PR RD LVT	HARD SURFACE		EA	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
118CA	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT		EA	\$ 98.44	21.13%	\$ 77.64	\$ 105.97
142VS	PINLESS METAL TRACK	HARD SURFACE		BOX	\$ 116.39	37.72%	\$ 72.49	\$ 98.94
151VS	QUARTER ROUND PROFILE	HARD SURFACE		BOX	\$ 275.42	23.23%	\$ 211.44	\$ 288.59
219DE	QUIK TOP SELF LEVELING GYPSUM UNDERLAYMENT	HARD SURFACE		EA	\$ 64.29	15.09%	\$ 54.59	\$ 74.51
240DE	QUIKFILL	HARD SURFACE		UNIT	\$ 1,079.69	20.10%	\$ 862.64	\$ 1,177.39
146VS	RESILIENT CARPET REDUCER	HARD SURFACE		BOX	\$ 108.59	20.25%	\$ 86.60	\$ 118.20
260VS	RESPITE BABY THRESHOLD	HARD SURFACE		EA	\$ 75.00	22.96%	\$ 57.78	\$ 78.86
263VS	RESPITE FLUSH STAIR NOSE	HARD SURFACE		EA	\$ 106.25	23.40%	\$ 81.39	\$ 111.09
257VS	RESPITE QUARTER ROUND	HARD SURFACE		EA	\$ 39.06	24.99%	\$ 29.30	\$ 39.99
261VS	RESPITE REDUCER	HARD SURFACE		EA	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
262VS	RESPITE STAIR CAP	HARD SURFACE		EA	\$ 81.25	23.41%	\$ 62.23	\$ 84.94

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STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
258VS	RESPITE T-MOLD	HARD SURFACE		EA	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
021VS	REXCOURT WELD ROD	HARD SURFACE		ROLL	\$ 129.83	22.17%	\$ 101.05	\$ 137.92
067VS	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT		EA	\$ 60.94	21.82%	\$ 47.64	\$ 65.02
109VS	SHAW 200 - RESILIENT	ADHESIVE RESILIENT		4 GAL PAIL	\$ 185.94	21.49%	\$ 145.98	\$ 199.24
304VS	SHAW MS RESILIENT	ADHESIVE RESILIENT		2 GAL PAIL	\$ 201.43	13.32%	\$ 174.59	\$ 238.29
156CA	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE		Box	\$ 1,259.05	33.94%	\$ 831.76	\$ 1,135.24
157CA	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE		Box	\$ 39.93	33.93%	\$ 26.38	\$ 36.01
148CA	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE		Box	\$ 50.79	33.92%	\$ 33.56	\$ 45.80
149CA	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE		Box	\$ 144.46	33.94%	\$ 95.43	\$ 130.25
066VS	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT		EA	\$ 60.94	21.82%	\$ 47.64	\$ 65.02
145VS	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE		BOX	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
147VS	SNAP-DOWN T-MOLDING 2"	HARD SURFACE		BOX	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
350VS	SOLITUDE & QUIET COVER QUARTER ROUND LVT	HARD SURFACE		EA	\$ 39.06	24.99%	\$ 29.30	\$ 39.99
347VS	SOLITUDE & QUIET COVER STAIRNOSE LVT 94"	HARD SURFACE		EA	\$ 81.25	23.41%	\$ 62.23	\$ 84.94
380VS	SOLITUDE BABY THRESHOLD	HARD SURFACE		EA	\$ 75.00	22.96%	\$ 57.78	\$ 78.86
255VS*	SURFACE PREP EXT	HARD SURFACE		EA	\$ 732.81	20.15%	\$ 585.14	\$ 798.64
SCUN2	TERRAIN II OMNI-TRANSITION	HARD SURFACE		EA	\$ 67.19	22.91%	\$ 51.80	\$ 70.70
SCQT2	TERRAIN II QUARTER ROUND	HARD SURFACE		EA	\$ 39.06	24.99%	\$ 29.30	\$ 39.99
SCSN2	TERRAIN II STAIR CAP	HARD SURFACE		EA	\$ 81.25	23.41%	\$ 62.23	\$ 84.94
143VS	TILE-CARPET REDUCER 1/8"	HARD SURFACE		BOX	\$ 98.05	20.29%	\$ 78.16	\$ 106.68
349VS	T-MOLDING LVT	HARD SURFACE		EA	\$ 68.75	23.23%	\$ 52.78	\$ 72.04
117CA	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT		1 GAL PAIL	\$ 95.31	21.16%	\$ 75.14	\$ 102.56
217DE	TUF SKIM GYPSUM REPAIR PATCH FEATHER FINISH	HARD SURFACE		EA	\$ 22.86	14.30%	\$ 19.59	\$ 26.74
242CA	UNGLU'D ADHESIVE & MASTIC REMOVER	HARD SURFACE		1 Gal Pail	\$ 196.95	20.20%	\$ 157.18	\$ 214.52
321CA	UNGLU'D ADHESIVE & MASTIC REMOVER	HARD SURFACE		4 Gal Pail	\$ 654.20	32.17%	\$ 443.74	\$ 605.64
095VS	VS-60 MBX VERS/KOVARA 60 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE		ROLL	\$ 2,812.50	21.98%	\$ 2,194.45	\$ 2,995.13
094VS	VS-95 VERS/KOVARA 95 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE		ROLL	\$ 1,328.13	22.09%	\$ 1,034.73	\$ 1,412.27
097VS	VSM MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE		ROLL	\$ 104.29	14.63%	\$ 89.03	\$ 121.51
096VS	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE		ROLL	\$ 92.86	14.89%	\$ 79.03	\$ 107.87
098VS	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE		ROLL	\$ 107.14	14.57%	\$ 91.53	\$ 124.93
266VS	WEDGE SUBFLOOR LEVELING TRANSITION	HARD SURFACE		BOX	\$ 237.49	22.16%	\$ 184.86	\$ 252.31
353VS	WELD ROD	HARD SURFACE		ROLL	\$ 90.05	36.48%	\$ 57.20	\$ 78.07
Porcelain								
CT91J	CASTER 12X24	PORCELAIN		SF	\$ 7.46	34.70%	\$ 4.87	\$ 7.08
CT94J	CASTER 2X2 MOSAIC	PORCELAIN		SHT	\$ 32.49	34.70%	\$ 21.21	\$ 30.84
CT93J	CASTER 3X12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.35	\$ 8.66
CT92J	CASTER 6X12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.67%	\$ 17.69	\$ 24.14
CT78J	CEMENTED 12 X 24 MATTE	PORCELAIN		SF	\$ 8.13	34.70%	\$ 5.31	\$ 7.72
CT79J	CEMENTED 24 X 24 MATTE	PORCELAIN		SF	\$ 8.17	34.70%	\$ 5.33	\$ 7.75
CT80J	CEMENTED 24 X 48 MATTE	PORCELAIN		SF	\$ 10.18	34.70%	\$ 6.65	\$ 9.66
CT83J	CEMENTED 2X2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 24.49	\$ 35.60
CT82J	CEMENTED 3 X 12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.35	\$ 8.66
CT81J	CEMENTED 6 X 12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 17.68	\$ 24.13
CT10K	CENTRAL 12X24	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.53	\$ 5.13
CT12K	CENTRAL 2X2 MOSAIC	PORCELAIN		SHT	\$ 28.99	34.70%	\$ 18.93	\$ 27.51
CT13K	CENTRAL 3X12 BULLNOSE	PORCELAIN		EA	\$ 7.85	34.70%	\$ 5.12	\$ 6.99
CT11K	CENTRAL 6X12 COVEBASE	PORCELAIN		EA	\$ 23.96	34.69%	\$ 15.65	\$ 21.36
CT73J	EAST RIDGE 6 X 36	PORCELAIN		SF	\$ 3.75	34.70%	\$ 2.45	\$ 3.56
CT14K	EXCLUSIVE 12X24 HONED	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.53	\$ 5.13
CT15K	EXCLUSIVE 12X24 POLISHED	PORCELAIN		SF	\$ 9.19	34.70%	\$ 6.00	\$ 8.72
CT26K	EXCLUSIVE 2 X 2 MOSAIC HONED	PORCELAIN		SHT	\$ 28.10	34.70%	\$ 18.35	\$ 26.68
CT27K	EXCLUSIVE 2 X 2 MOSAIC POLISHED	PORCELAIN		SHT	\$ 31.74	34.70%	\$ 20.73	\$ 30.13
CT84J	FRAGMENTED 12 X 24	PORCELAIN		SF	\$ 7.32	34.70%	\$ 4.78	\$ 6.95
CT85J	FRAGMENTED 24 X 24	PORCELAIN		SF	\$ 7.88	34.70%	\$ 5.15	\$ 7.48
CT60J	INSPIRED ONYX 12 X 24 MATTE	PORCELAIN		SF	\$ 6.10	34.70%	\$ 3.98	\$ 5.79
CT61J	INSPIRED ONYX 12 X 24 POLISHED	PORCELAIN		SF	\$ 8.25	34.70%	\$ 5.39	\$ 7.83
CT59J	INSPIRED ONYX 24 X 24 POLISHED	PORCELAIN		SF	\$ 8.55	34.70%	\$ 5.59	\$ 8.12
CT58J	INSPIRED ONYX 24 X 24 MATTE	PORCELAIN		SF	\$ 6.26	34.70%	\$ 4.09	\$ 5.94
CT64J	INSPIRED ONYX BULLNOSE MATTE	PORCELAIN		EA	\$ 5.83	34.70%	\$ 3.81	\$ 5.20
CT65J	INSPIRED ONYX BULLNOSE POLISHED	PORCELAIN		EA	\$ 6.36	34.70%	\$ 4.16	\$ 5.67
CT69J	LUNAR MANTLE 3 X 12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.35	\$ 8.66
CT67J	LUNAR MANTLE 12 X 24	PORCELAIN		SF	\$ 5.94	34.70%	\$ 3.88	\$ 5.64
CT70J	LUNAR MANTLE 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 24.49	\$ 35.60
CT71J	LUNAR MANTLE 24 X 24	PORCELAIN		SF	\$ 8.41	34.70%	\$ 5.49	\$ 7.99
CT68J	LUNAR MANTLE 24 X 48	PORCELAIN		SF	\$ 10.46	34.70%	\$ 6.83	\$ 9.93
CT72J	LUNAR MANTLE 6 X 12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 17.68	\$ 24.13
CT30K	ONYX 2 X 2 MOSAIC MATTE	PORCELAIN		SHT	\$ 26.23	34.70%	\$ 17.13	\$ 24.90
CT31K	ONYX 2 X 2 MOSAIC POLISHED	PORCELAIN		SHT	\$ 27.71	34.70%	\$ 18.10	\$ 26.31
CT18K	RADIANT GLEAM 12X24	PORCELAIN		SF	\$ 6.29	34.70%	\$ 4.11	\$ 5.97
CT19K	RADIANT GLEAM 2X2 MOSAIC	PORCELAIN		SHT	\$ 28.99	34.70%	\$ 18.93	\$ 27.51
CT20K	RADIANT GLEAM 3X24 BULLNOSE	PORCELAIN		EA	\$ 13.75	34.70%	\$ 8.98	\$ 12.26
CT74J	SETT 12X24	PORCELAIN		SF	\$ 5.41	34.70%	\$ 3.53	\$ 5.13
CT28K	SETT 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 17.60	34.70%	\$ 11.50	\$ 16.71
CT75J	SETT BULLNOSE	PORCELAIN		EA	\$ 5.59	34.70%	\$ 3.65	\$ 4.98
CT76J	SETT COVEBASE	PORCELAIN		EA	\$ 26.72	34.70%	\$ 17.45	\$ 23.82
CT95J	SIMPLE 3X6	PORCELAIN		SF	\$ 3.89	34.73%	\$ 2.54	\$ 3.69
CT98J	SIMPLE 3X6 BULLNOSE	PORCELAIN		EA	\$ 4.81	34.81%	\$ 3.14	\$ 4.28
CT96J	SIMPLE 4X16	PORCELAIN		SF	\$ 4.18	34.73%	\$ 2.73	\$ 3.96
CT97J	SIMPLE 4X16 BULLNOSE	PORCELAIN		EA	\$ 12.26	34.66%	\$ 8.01	\$ 10.94
CT07K	SIMPLY SLATED 12X24	PORCELAIN		SF	\$ 6.12	34.70%	\$ 3.99	\$ 5.80
CT08K	SIMPLY SLATED 2X2 MOSAIC	PORCELAIN		SHT	\$ 28.99	34.70%	\$ 18.93	\$ 27.51
CT09K	SIMPLY SLATED 3X24 BULLNOSE	PORCELAIN		EA	\$ 13.82	34.70%	\$ 9.03	\$ 12.32
CT02K	VARIETAL 12X24 MATTE	PORCELAIN		SF	\$ 5.77	34.70%	\$ 3.77	\$ 5.48
CT03K	VARIETAL MATTE BULLNOSE	PORCELAIN		EA	\$ 4.10	34.70%	\$ 2.68	\$ 3.65
CT04K	VARIETAL MATTE MOSAIC 2X2	PORCELAIN		SHT	\$ 20.01	34.70%	\$ 13.07	\$ 18.99
CT86J	VEIN CUT 12X24 MATTE	PORCELAIN		SF	\$ 5.44	34.70%	\$ 3.55	\$ 5.17
CT89J	VEIN CUT 2 X 2 MOSAIC	PORCELAIN		SHT	\$ 37.51	34.70%	\$ 24.49	\$ 35.60
CT90J	VEIN CUT 3X12 BULLNOSE	PORCELAIN		EA	\$ 9.72	34.70%	\$ 6.35	\$ 8.66
CT87J	VEIN CUT 6X12 COVEBASE	PORCELAIN		EA	\$ 27.08	34.70%	\$ 17.68	\$ 24.13
Porcelain Accessor								
CT564	PROPATCH PLUS 25 LB BAG	PORCELAIN		EACH	\$ 28.00	28.26%	\$ 20.09	\$ 29.20
CT560	UNDERLAY SLU SELF LEVELER 50 LB BAG	PORCELAIN		50 lb Bag	\$ 44.78	28.25%	\$ 32.13	\$ 46.70
CT561	SLU PRIMER 1 GALLON	PORCELAIN		EACH	\$ 49.93	28.27%	\$ 35.81	\$ 52.06
CT2DE	FRACTURE GUARD	PORCELAIN		Pail	\$ 180.05	28.26%	\$ 129.18	\$ 187.77
CT905	HYDROGUARD SP-1 1 GALLON	PORCELAIN		EA	\$ 125.19	28.26%	\$ 89.81	\$ 130.55
CT906	HYDROGUARD SP1 5 GALLON	PORCELAIN		5 Gal Pail	\$ 584.38	28.26%	\$ 419.25	\$ 609.41
195CM	REINFORCING FABRIC BASIC ROLL 8" X 90'	PORCELAIN		EACH	\$ 53.18	28.26%	\$ 38.15	\$ 55.45
CT567	GROUT SEALER 1 GALLON	PORCELAIN		1 Gal Pail	\$ 63.86	28.26%	\$ 45.81	\$ 66.59
CT566	GROUT SEALER 1 QUART	PORCELAIN		1 Qt	\$ 27.33	28.27%	\$ 19.60	\$ 28.49



Prices Effective: 11/11/2023
Contract # 061323-SII
Updated: 08.21.2024

Material Pricing List - Sourcewell

STYLE NUMBER	STYLE NAME	TYPE	Collection	UOM	LIST PRICE	% DISCOUNT	MEMBER PRICE (USD)	MEMBER PRICE (CAD)
173CM	720 DUSTLESS GRAY	PORCELAIN		BAG	\$ 21.46	28.31%	\$ 15.39	\$ 22.37
114CM	720 DUSTLESS WHITE	PORCELAIN		BAG	\$ 23.34	28.28%	\$ 16.74	\$ 24.33
187CM	820 MERLITE MORTAR GRAY 50LB BAG	PORCELAIN		BAG	\$ 44.78	28.25%	\$ 32.13	\$ 46.70
188CM	820 MERLITE MORTAR WHITE 50 LB	PORCELAIN		BAG	\$ 48.50	28.25%	\$ 34.80	\$ 50.58
CT12D	855 XXL THINSET GREY 50 LB BAG	PORCELAIN		5 Lb Bag	\$ 52.25	28.28%	\$ 37.48	\$ 54.47
CT13D	855 XXL THINSET WHITE 50 LB BAG	PORCELAIN		5 Lb Bag	\$ 57.85	28.24%	\$ 41.51	\$ 60.34
CT27D	BURST ACCELERATOR 1 LB BAG	PORCELAIN		1 Lb Bag	\$ 15.70	28.34%	\$ 11.25	\$ 16.35
182CM	SILICONE CAULK 10.3 OZ	PORCELAIN		EACH	\$ 25.68	28.29%	\$ 18.41	\$ 26.76
CT577	COLORS SMOOTH CAULK 10.5 OZ	PORCELAIN		1.5 Oz	\$ 19.61	28.23%	\$ 14.08	\$ 20.46
CT575	COLORS SANDED CAULK 10.5 OZ	PORCELAIN		1.5 Oz	\$ 19.61	28.23%	\$ 14.08	\$ 20.46
194CM	PRO GROUT+	PORCELAIN		25 Lb Bag	\$ 57.44	28.27%	\$ 41.20	\$ 59.89
CT14D	PRO EPOXY COMMERCIAL GROUT KIT 2 GALLON	PORCELAIN		BOX	\$ 280.80	28.26%	\$ 201.45	\$ 292.82

* Freight responsibility is FOB Destination. Freight costs are not included in the member price and will be listed separately on purchase orders and invoices.

* Freight costs will be fully disclosed to the Authorized User prior to order placement, will be prepaid by the Contractor, and that all such orders will be shipped on an F.O.B. Destination.

* All prices are subject to immediate increase without limitation in the event of tariffs or other government action not to exceed the percentage of the tariff %.

* Application of the MoistureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and approved by a

1Cradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbdcc.com.

2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.

3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.



Region 1 (West): AK, CA, HI, ID, MT, NV, OR, WA
Region 2 (Central): AR, AZ, CO, IA, KS, MN, MO, ND, NE, NM, OK, SD, TX, UT, WY
Region 3 (Southeast): AL, GA, KY, LA, MS, NC, SC, TN
Region 4 (Northeast): CT, DC, DE, IL, IN, MA, MD, ME, MI, NH, NJ, OH, PA, RI, VA, VT, WI, WV

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 1 (West)		Region 2 (Central)		Region 3 (SE)		Region 4 (Northeast)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.24	\$ 6.29	\$ 3.63	\$ 5.57	\$ 3.33	\$ 5.20	\$ 4.84	\$ 7.02
Carpet Disposal	SY	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 1.33	\$ 2.81	\$ 2.20	\$ 3.30
Broadloom Carpet Installation (no pattern)	SY	\$ 10.59	\$ 13.92	\$ 8.17	\$ 11.01	\$ 7.84	\$ 10.44	\$ 11.22	\$ 15.18
Carpet Tile Installation	SY	\$ 9.32	\$ 12.39	\$ 7.87	\$ 10.65	\$ 7.54	\$ 10.08	\$ 9.35	\$ 12.65
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 3.33	\$ 5.20	\$ 2.18	\$ 3.82	\$ 3.85	\$ 5.50
4" Vinyl Base Installation (excludes materials)	LF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.33	\$ 2.81	\$ 1.98	\$ 3.24
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 1.83	\$ 3.57	\$ 1.69	\$ 3.39	\$ 1.49	\$ 3.16	\$ 2.22	\$ 3.63
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.02	\$ 3.96	\$ 1.87	\$ 3.76	\$ 1.65	\$ 3.51	\$ 2.45	\$ 4.02
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.72	\$ 5.08	\$ 2.30	\$ 4.29	\$ 3.45	\$ 5.95
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 63.90	\$ 77.89	\$ 71.24	\$ 86.70
18"X18" Rubber Landing Tile Install	SF	\$ 6.17	\$ 8.62	\$ 6.17	\$ 8.62	\$ 5.72	\$ 8.08	\$ 6.88	\$ 9.47
VCT Installation (no pattern; excludes materials)	SF	\$ 1.63	\$ 3.17	\$ 1.51	\$ 3.03	\$ 1.09	\$ 2.52	\$ 1.69	\$ 3.24
LVT Installation (no pattern; excludes materials)	SF	\$ 3.52	\$ 5.44	\$ 2.98	\$ 4.78	\$ 2.85	\$ 4.63	\$ 3.19	\$ 5.04
LVT/VCT Demolition (standard)	SF	\$ 0.81	\$ 2.18	\$ 0.75	\$ 2.10	\$ 0.75	\$ 2.10	\$ 1.54	\$ 2.42
LVT/VCT Disposal	SF	\$ 0.61	\$ 1.94	\$ 0.61	\$ 1.94	\$ 0.62	\$ 1.94	\$ 0.73	\$ 2.29
Sheet Vinyl Demolition (standard)	SY	\$ 7.52	\$ 10.23	\$ 6.44	\$ 8.94	\$ 6.10	\$ 8.53	\$ 6.98	\$ 9.58
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24	\$ 1.70	\$ 3.25
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 32.19	\$ 39.84	\$ 27.52	\$ 34.23	\$ 24.05	\$ 30.08	\$ 29.75	\$ 36.91
Furniture Removal and Replacement	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Furniture Lift and Carpet Removal	SY	\$ 27.83	\$ 34.61	\$ 22.99	\$ 28.80	\$ 24.20	\$ 30.25	\$ 25.41	\$ 31.70
Minor Floor Preparation (excludes materials)	HR	\$ 78.65	\$ 95.59	\$ 66.55	\$ 81.07	\$ 60.50	\$ 73.81	\$ 78.65	\$ 95.59
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.79	\$ 2.97	\$ 1.60	\$ 2.60	\$ 1.79	\$ 2.97
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 55.11	\$ 74.40	\$ 54.00	\$ 72.90	\$ 61.68	\$ 83.27
Hotel/Motel	Night	\$ 171.35	\$ 231.33	\$ 165.34	\$ 223.21	\$ 164.51	\$ 222.07	\$ 185.06	\$ 249.83
Mileage Reimbursement	Mile	\$ 0.86	\$ 1.16	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13	\$ 0.76	\$ 1.02
Hourly Rate for Services not Listed	HR	\$ 90.00	\$ 125.00	\$ 60.00	\$ 80.00	\$ 55.00	\$ 75.00	\$ 95.00	\$ 125.00
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

****Standard job size is a minimum of 200 SY for carpet tile & broadloom and 500 SF for resilient products. Additional charges may apply for smaller projects.**

**** Assumes stairs/ floors are concrete and ready to receive.**

**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**

****Labor/installation services are not available in Canada**



Region 5 (NY)
Region 6 (FL)

NY
FL

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 5 (NY)		Region 6 (FL)	
		Standard Rates	PW/Union Rates	Standard Rates	PW/Union Rates
Carpet Demolition (standard)	SY	\$ 4.84	\$ 7.02	\$ 3.69	\$ 5.17
Carpet Demolition (double stick installation)	SY	\$ 10.23	\$ 13.75	\$ 7.37	\$ 10.29
Carpet Disposal	SY	\$ 2.42	\$ 3.47	\$ 1.33	\$ 2.81
Carpet Reclamation & Recycling	SY	\$ 2.79	\$ 3.42	\$ 2.79	\$ 3.42
Broadloom Carpet Installation (no pattern)	SY	\$ 11.50	\$ 15.51	\$ 7.84	\$ 10.44
Broadloom Carpet Installation (with pattern match)	SY	\$ 13.59	\$ 18.26	\$ 9.24	\$ 12.21
Carpet Tile Installation	SY	\$ 9.98	\$ 13.19	\$ 8.25	\$ 11.55
Carpet Border Work	LF	\$ 3.03	\$ 4.84	\$ 2.18	\$ 3.82
Carpet Binding	LF	\$ 2.42	\$ 3.30	\$ 2.42	\$ 3.30
Furnish and Install 6" Carpet Base	LF	\$ 4.26	\$ 4.99	\$ 4.26	\$ 4.99
Removal and disposal of cove base	LF	\$ 0.64	\$ 0.78	\$ 0.66	\$ 0.88
4" Vinyl Base Installation (excludes materials)	LF	\$ 2.00	\$ 3.61	\$ 1.33	\$ 2.81
4 1/2" Vinyl Base Installation (excludes materials)	LF	\$ 2.24	\$ 4.06	\$ 1.49	\$ 3.16
6" Vinyl Base Installation (excludes materials)	LF	\$ 2.48	\$ 4.51	\$ 1.65	\$ 3.52
Furnish and Install 4" Base	LF	\$ 3.36	\$ 4.05	\$ 2.64	\$ 3.69
Furnish and Install 4 1/2" Base	LF	\$ 3.94	\$ 4.71	\$ 3.00	\$ 4.21
Furnish and Install 6" Base	LF	\$ 4.52	\$ 5.37	\$ 3.36	\$ 4.73
Transition Installation (excludes materials)	LF	\$ 3.45	\$ 5.95	\$ 2.30	\$ 4.29
**Rubber Stair Tread, 1 Piece Unit	PC	\$ 79.75	\$ 96.91	\$ 63.90	\$ 77.89
Stair Tread Installation	LF	\$ 26.68	\$ 37.24	\$ 24.20	\$ 33.88
Stair Tread Demolition	LF	\$ 5.94	\$ 8.25	\$ 4.46	\$ 6.22
18"X18" Rubber Landing Tile Install	SF	\$ 8.66	\$ 11.61	\$ 5.72	\$ 8.08
VCT Installation (no pattern; excludes materials)	SF	\$ 1.69	\$ 3.24	\$ 1.54	\$ 2.15
LVT Installation (no pattern; excludes materials)	SF	\$ 4.00	\$ 6.01	\$ 2.85	\$ 4.63
LVT/VCT Demolition (standard)	SF	\$ 0.94	\$ 2.34	\$ 0.83	\$ 1.16
LVT/VCT Disposal	SF	\$ 0.73	\$ 2.29	\$ 0.62	\$ 1.94
Sheet Vinyl Demolition (standard)	SY	\$ 8.54	\$ 11.46	\$ 6.10	\$ 8.53
Sheet Vinyl Disposal	SY	\$ 1.70	\$ 3.25	\$ 1.69	\$ 3.24
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	\$ 36.59	\$ 45.12	\$ 24.05	\$ 30.08
Sheet Vinyl- Heat Weld	LF	\$ 8.60	\$ 10.96	\$ 5.34	\$ 7.48
Sheet Vinyl - Flash Cove	LF	\$ 17.84	\$ 21.29	\$ 13.04	\$ 16.23
Sheet Vinyl - Corners	EA	\$ 16.84	\$ 20.63	\$ 12.27	\$ 15.51
Furniture Removal and Replacement	HR	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Furniture Lift and Carpet Removal	SY	\$ 31.46	\$ 38.96	\$ 24.20	\$ 30.25
Minor Floor Preparation (excludes materials)	HR	\$ 84.70	\$ 102.85	\$ 60.50	\$ 73.81
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	\$ 1.93	\$ 3.03	\$ 1.60	\$ 2.60
Self leveling up to 1/4"	SF	\$ 3.83	\$ 4.55	\$ 1.93	\$ 2.70
Adhesive Removal	SF	\$ 1.43	\$ 1.98	\$ 1.43	\$ 1.98
Install Floor Primer	SF	\$ 0.73	\$ 1.00	\$ 0.73	\$ 1.00
Bead Blast/Grind Floor	SF	\$ 2.98	\$ 4.16	\$ 2.42	\$ 3.41
Furnish and install 1/4" Plywood Underlayment	SF	\$ 4.27	\$ 5.56	\$ 4.27	\$ 5.56
Ceramic/Porcelain Install (excludes material)	SF	\$ 10.18	\$ 11.83	\$ 10.18	\$ 11.83
Moisture Testing (quantity varies based on job size)	EA	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	\$ 8.42	\$ 9.44	\$ 4.02	\$ 5.61
Food (Per Diem)	PP	\$ 61.68	\$ 83.27	\$ 54.00	\$ 72.90
Hotel/Motel	NIGHT	\$ 185.06	\$ 249.83	\$ 164.51	\$ 222.07
Mileage Reimbursement	MILE	\$ 0.76	\$ 1.02	\$ 0.84	\$ 1.13
Hourly Rate for Services not Listed	HR	\$ 120.00	\$ 160.00	\$ 90.00	\$ 130.00
Supplemental Benefits	HR	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

****All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates**

**** Assumes stairs/ floors are concrete and ready to receive.**

**** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.**

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.**

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.**



Custom Options

Standard	Variation	*Price per SQ. Yard (USD)	Type
Broadloom			
Classicbac®	Ultraloc®	\$ 2.82	Backing Option
Classicbac®	Ultraloc® MB	\$ 1.78	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MP	\$ 6.52	High performance, top-down moisture barrier
Classicbac®	Ultraloc® MPC	\$ 7.78	Attached High Perform. Cushion
Classicbac®	Classicbac® PC	\$ 7.05	Attached Cushion
Ultraloc®	Ultraloc® MB	\$ 1.05	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MP	\$ 6.80	High performance, top-down moisture barrier
Ultraloc®	Ultraloc® MPC	\$ 7.49	Attached High Perform. Cushion
Ultraloc®	Classicbac® PC	\$ 6.18	Attached Cushion
Ultraloc® MB	Ultraloc® MP	\$ 4.97	High performance, top-down moisture barrier
Ultraloc® MB	Ultraloc® MPC	\$ 7.00	Attached High Perform. Cushion
Ultraloc® MB	Classicbac® PC	\$ 5.95	Attached Cushion
Ultraloc® MP	Ultraloc® MPC	\$ 3.40	Attached High Perform. Cushion
Ultraloc® MP	Classicbac® PC	\$ 1.46	Attached Cushion
Classicbac® PC	Ultraloc® MPC	\$ 1.86	Attached High Perform. Cushion
Tile			
StrataWorx®	EcoWorx®	\$ 1.95	PVC-free
StrataWorx®	EcoLogix®	\$ 6.95	Cushion backing
StrataWorx®	EcoWorx® ES	\$ 3.93	Peel and Stick self adhesive
StrataWorx®	EcoLogix® ES	\$ 8.93	Attached Cushion Peel and Stick
EcoWorx®	EcoLogix®	\$ 5.00	Polyurethane Recycled Cushion
EcoWorx®	EcoWorx® ES	\$ 2.60	Peel and Stick self adhesive
EcoWorx®	EcoLogix® ES	\$ 6.98	Attached Cushion Peel and Stick
EcoLogix®	EcoLogix® ES	\$ 1.98	Attached Cushion Peel and Stick
Custom Color, Weight, Pattern, or Size	up to + \$ 4.50 sq. yd		Custom Options
*If exchange rate is ± 10%, then we will reevaluate and adjust accordingly, from current value.			

*Price may vary based on the product selected and may exceed the pricing shown above. Please contact your local Shaw representative for exact pricing prior to submitting your purchase order.

Not all styles can be made custom in all colors, weights, patterns, or sizes. Please contact your local Shaw representative for assistance.

Minimums and overage requirements apply. Please contact your local Shaw representative for details.

Shaw Integrated and Turf Solutions, Inc. approved and preferred dealer.
Dealers listed below are authorized dealers of Shaws' Sourcewell Contract #080819-SII and 061323-SII.

*Dealers can be added at any time upon request and approval from Shaw Industries, Inc.

Dealer Name	Address	City	State	Zip	Contact	Phone Number
Aurora Flooring	7100 Briarwood Street	Anchorage	AK	99518	Dennis Casagrande	907-561-7766
Carpet World of Alaska	6410 Firewood Ave	Palmer	AK	99645		907-745-3737
Brian Carpet & Tile	2928 6th Ave South	Birmingham	AL	35233	Brian Hammond	205-581-1788
Corporate Interiors of Alabama	15 Vulcan Rd Suite 417	Birmingham	AL	35209		205-903-0177
The Library Furniture Guy	8465 Ledge Circle	Trussville	AL	35173	Chris	205-877-3131
ABS Floor Covering	1430 N 29th Ave	Phoenix	AZ	85009	Sarah Lockett	602-415-1919
Aztec Flooring	1215 E Warehouse Avenue	Tucson	AZ	85719		520-881-8838
Cochise Floor Covering	2149 S. Hwy 92	Sierra Vista	AZ	85635		520-458-8695
Flooring Systems of AZ	3501 E Golf Links	Tucson	AZ	85713		520-745-0292
Diversified Flooring Services Phoenix LLC	7898 E Acoma Suite 107	Scottsdale	AZ	85260		480-967-7600
Excite, LLC	6516 E. Hobart St.	Mesa	AZ	85205	Taft Smithson	
Levinson Consulting dba Carpets of Arizona	480 E.Warner Road, STE 4	Chandler	AZ	85225		480-558-9777
Norcon Industries, Inc.	5412 E. Calle Cerritos	Guadalupe	AZ	85283	Edward Norris	480-839-2324
Richardson's Interiors' Inc.	3315 N. 35th Ave	Phoenix	AZ	85027		602-484-7198
Anderson Commercial Flooring	1000 West Grand Ave.	Oakland	CA	94607	Tom Christophe	510-238-9882
Beauty-Kiss Floor & Window Coverings	601 South Glenwood Place	Burbank	CA	91506		818-846-0571
Better Flooring Inc.	1148 N. Cypress	Fresno	CA	93727	Marc Kerkochian	
Commercial Interiors Resources	1761 Reynolds Avenue	Irvine	CA	92614	Kenneth Hurd	949-752-1470
Core Business Interiors, Inc. DBA Innovation Flooring	7764 N. Ingram Ave, Suite 109	Fresno	CA	93711		559-297-6400
DFS Flooring LP	15651 Satcoy St.	Van Huyn	CA	91406	Jasen Muphy	818-374-5200
EJKC, Inc.	14417 Meridian Pkwy. Bldg 6	Riverside	CA	92518	Eric Box	951-656-1004
Ellis Flooring Inc.	515 Fraizer Avenue	Santa Rosa	CA	95404		707-792-2151
Floor Technology Group	2184 N. Batavia St.	Orange	CA	92865		714-998-8881
Genesis Floor Covering Inc.	14101 Port Lavoy Ave	Santa Fe Springs	CA	90670	Tracy Koh	562-345-5007
Harold W. Thompson, Inc.	2580 Teepee Drive, Unit B	Stockton	CA	95205	Stacey Dunnagan	209-948-3501
JJJ Floor Covering, Inc.	4831-A Passons Blvd.	Pico Rivera	CA	90660	Griselda Gutierrez	
KYA Services LLC	1800 East McFadden	Santa Ana	CA	92705		714-659-6476
Metro Floors, Inc.	5620 District Blvd., Ste. 105	Bakersfield	CA	93313	Brian Van Boening	661-835-4680
Moore Flooring	5497 Vine St.	Chino	CA	91710		909-313-5872
Professional Diversified Flooring	4 Vanderbilt	Irvine	CA	92618		949-457-8660
RJ Commercial Flooring	1016 Reno Ave Ste E	Modesto	CA	95351		209-408-0198
SCS Flooring Systems	5 Peters Canyon Rd., Suite 130	Irvine	CA	92608		714-542-2146
Signature Carpet One Floor and Home	39065 Fremont Hub	Fremont	CA	94538		510-270-2479
Thomas Flooring Covering dba United Floor Covering	312 W. Main Street	Merced	CA	95340		209-722-1509
Turlock Floor Covering	228 N 1st St	Turlock	CA	95380	Randy Steele	209-632-4680
Universal Metro	12253 East Florence Avenue	Santa Fe Springs	CA	90670		562-906-8484
Gary Leimer, Inc.	610 E 55th Avenue, Ste 450	Denver	CO	80216	Douglas Lenon	303-297-9261
Spectra Contract Flooring	10415 E 49th Ave.	Denver	CO	80238		303-778-8665
Dalene Hardwood Flooring Co.	45 Nutmeg Road S. Inc PO BOX 145	South Windsor	CT	6074	Gordon Crunden	860-289-4305
Executive Carpet & Beyond	1066 Hope St.	Stamford	CT	6907		203-418-7054
Floor Covering Warehouse Inc	112 Orchard Street	Stamford	CT	6902		203-496-4313
Luxury Flooring Warehouse LLC	34 Executive Dr	Danbury	CT	6810	Walter Stever	203-300-5678
Absolute Floor Covering	657 Gadson St.	Groveland	FL	34736	Brad Martin	352-504-5086
Ansbro Aldrich Flooring Inc.	718 23rd Ave West	Bradenton	FL	34205	David Ansbro Jr.	941-747-2904
Foundation Flooring, LLC	4100 North Powerline Rd #B-3	Pompano Beach	FL	33073		954-466-9422
Mike Bierfreund, LLC.	1108 Van Lieu Ct.	Kissimmee	FL	34744	Mike Bierfreund	407-933-7883
Cubix Inc,	6450 Kingspointe Parkway Ste#10,	Orlando	FL	32819		800-809-4726
Southern Flooring	1940 Thomasville Rd.	Tallahassee	FL	32303	Steve Birkelbach	904-838-8395
Dalton Wholesale Floors	411 Soho Drive	Adairsville	GA	30103		770-773-2681
Covered + Chad Com. Finishes	5900 Spot Springs Road unit 3C	Flowery Branch	GA	30542		706-808-4040
Floor Systems & Design	2700 Harrison Road	Columbus	OH	43204	Scott Linke	616-683-2072
Georgia Commercial Floors	443 Elm Street	Calhoun	GA	30701		706-383-6569
Government Painting & Flooring	5665 Atlanta Hgwy, Suites 103-134	Alpharetta	GA	30004		844-651-1990
Incredible Floors	3000 Shawnee Industrial Way	Suwanee	GA	30024		770-945-0033
Southeastern Commerical Flooring, Inc.	193 Stockwood Dr.	Woodstock	GA	30188		770-591-9980
Spectra Contract Flooring - Georgia	6684 Jimmy Carter Boulevard, Suite 500	Norcross	GA	30071		770-729-2700
The Rug Shoppe	1690 E President St	Savannah	GA	31404		912-232-8197
W2W Commercial Flooring	10718 W Executive Dr.	Boise	ID	83713	Clayton	208-376-0136
ABM Commercial Flooring Inc	163 Covington Drive	Bloomington	IL	60108		630-924-7766
Apostrophe Design Inc	401 Highgrove Boulevard	Glendale Heights	IL	60139		630-980-9900
C&G Construction Supply Company	1593 Valencia Ct	Caulmet City	IL	60409		708-825-9770
Consolidated Flooring of Chicago	25 W Official Rd	Addison	IL	60101	Jane Stepanek	630-458-8600
Commercial Carpet Consultants	893 Industrial Drive	Elmhurst	IL	60126	Jason Watson	630-559-9570
Crown Coverings Inc.	814 Central Ave	Roselle	IL	60172		224-828-2818
Diverzify	865 W Irving Park Road	Itasca	IL	60143		847-250-4600
Douglas Floor Covering, Inc.	200 Alder Dr.	North Aurora	IL	60542		630-892-8620
Forward Space LLC	650 N Wood Dale Road	Wood Dale	IL	60191	Nick H.	312-942-1100
Garry Flooring & Hometown Furnishings	2020 N. State St	Belvidere	IL	61008	Garry Combs	815-544-4200
Garry Flooring & Hometown Furnishings	1113 Algonquin Rd.	Algonquin	IL	60156	Garry Combs	847-458-2345
Henricksen	1101 W. Thorndale Ave	Itasca	IL	60143	Sandu	630-250-9090
Johnson Floors Co.	9690 55th Street	Countryside	IL	60525		708-354-5510
Kingston Tile Company LTD	731 Oakridge Drive	Romeoville	IL	60446	Jason Adams	815-552-2168
Larson Equipment & Furniture Co.	1000 E. State Parkway, Unit F	Schaumburg	IL	60173		847-705-0460
Modern Tile & Carpet, Inc.	1330 N. Illinois Ave.	Carbondale	IL	62901		618-457-5255
Midway Flooring	10216 Werch Dr Ste 114	Woodridge	IL	60517		630-296-0122
Murphy & Jones	4040 Nashville Ave	Chicago	IL	60634		773-794-7900
OHI, LLC	106 Garlich Drive	Elk Grove Village	IL	60007	Rick C.	847-541-4848
Redline Managment	5186 Northwest Hwy	Crystal Lake	IL	60014		815-459-3113
Thomas Interiors	476 Brighton Drive	Bloomington	IL	60708		630-980-4200
TSI Commercial Flooring Covering	3611 N. Staley Road Suite #1	Champaign	IL	61822		217-328-7321
Westworx LTD	3959 Earlston Rd	Downers Grove	IL	60515		630-435-5360
Pulskamps Flooring Plus	12 Dirks Road	Batesville	IN	47006		812-934-3944
Commercial Floor Tech	3909 Oaklawn Drive	Louisville	KY	40219		502-966-3004
Munson Business Interiors	2307 River Rd	Louisville	KY	40206		502-589-1236
Ted McCain Co. Inc.	208 E. Market St.	Louisville	KY	40202		502-584-7181
Carpet World of Baton Rouge	8350 Florida Blvd.	Baton Rouge	LA	70806		225-341-1269
Liberty Interiors, Inc.	2801 Division St.	Metairie	LA	70002		504-885-4040
RCC Flooring, LLC	2901 Ridgelake Drive Suite 217	Metairie	LA	70002		800-899-6331
Robert's Flooring LLC	516 Lapalco Blvd Suite A	Gretna	LA	70056		
Allied Flooring, Paint and Design	350 Main St	Agawam	MA	1001		413-233-3100
Amico Carpets, Inc.	43 Whalon St	Fitchburg	MA	1420		973-342-7070
Ideal Floor Covering, Inc.	882 Main St	Falmouth	MA	2540	Kerry J. Manoli	508-540-3320
Leominster Floor Covering, Inc.	539 Lancaster Street	Leominster	MA	1453		978-466-9441
Allen Scott Flooring	4482 White Plains Lane	White Plains	MD	20695	Mike Petachle	301-753-3330
B&B Commercial Interiors, Inc.	1417 Knecht Avenue	Baltimore	MD	21227	Day B	410-536-7201
B.W. Hoovermill Co.	1321 Mercedes Drive, Suite O	Hanover	MD	21076	Gary Heath	410-631-2880
Corridor Flooring Associates	832 South Bond Street	Baltimore	MD	21231	Tammy Coyle	410-522-2244
Freedom Flooring Solutions	12100 Castle Pines Dr	Beltsville	MD	20705	Tamlin Antoine	202-480-6461
Freedom Flooring Solutions	8115 Maple Lawn Blvd, Suite 350	Fulton	MD	20759	Tamlin Antoine	202-480-6461
S Lee Smith Jr. Inc. T/A Value Carpet One	1530 N Salisbury Blvd	Salisbury	MD	21801		410-742-2016
Carpet Specialist	189 Park Rd	Westbrook	ME	4092	William Foye	207-854-1312
Carpets Unlimited Inc. dba Capet One of Bangor	42 Gilman Rd	Bangor	ME	4401		201-401-2017
Shop from Home Flooring	133 Mount Vernon Ave.	Augusta	ME	4330	Charley	207-626-3100
Amico Carpets, Inc.	43 Whalon St	Fitchburg	MA	1420		
Capital Floorcovering Inc.	46969 west road	Wixom	MI	48393		248-912-0074
Central Tile & Terrazzo Co, Inc.	5180 South 9th St	Kalamazoo	MI	49009	Andrew B.	269-375-1660
Century Floor Space	719 Century Ave SW	Grand Rapids	MI	49503		616-988-4524
Commercial Flooring & Installation	2360 112th Ave	Holland	MI	49424	Drew Slagter	616-399-6899
Conventional Carpet Inc.	7155 19 Mile Road	Sterling Heights	MI	48314		

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Dealer Name	Address	City	State	Zip	Contact	Phone Number
Degraaf Interiors Inc.	2169 Center Industrial Ct.	Jenson	MI	49428		616-662-0140
Flooring Edge	5139 Lapeer Road	Kimball	MI	48074		810.982.3343
Georgia Quality Carpet Outlet	7112 Grange Hall RD	Holly	MI	48442	Jerry Kennedy	800-521-2296
Global Office Solutions	22759 Heslip Drive	Novi	MI	48375	Brian Reynolds	800-331-8990
Imperial Floor Covering, Inc.	49716 Martin Drive	Wixom	MI	48393		248-669-3737
Johnson Commercial Interiors	4034 Chicago Dr.	Grendville	MI	49418		616-531-3100
Lansing Tile & Mosaic Inc	2210 Apollo Drice	Lansing	MI	48906		517-321-5307
Master Craft Floors	15001 Fogg Street	Plymouth	MI	48170		313-387-7000
Seelye Group Ltd.	1411 Lake Lansing Rd.	Lansing	MI	48912	Gary Seelye	517-267-2007
Shock Brothers Floorcovering, Inc.	20320 Cornille Drive	Roseville	MI	48066		586-585-7470
Smart Business Source	1940 Northwood Drive	Troy	MI	48084		248-577-0740
Superior Floor Coverings	5154 M-21	Corunna	MI	48817		517-881-5735
Allen Floors, Inc.	2826 East McCarty	Jefferson City	MO	65101	Corey Allen	573-635-0602
Absolute Commercial Flooring	9850 51st Ave N. Ste 106	Plymouth	MN	55442	Karla Sheehy	763-746-8900
Henricksen	1101 West River Parkway	Minneapolis	MN	55415		612-455-2200
Appalachian Carpet & Textile	325 Mt. Carmel Road	Asheville	NC	28806	Paula	828-505-7733
Bonitz	4539 Enterprise Drive NW	Concord	NC	28027		704-262-6400
Brock Contract Services	1400 Nowell Rd	Raleigh	NC	27607		919-570-1300
Carpet Connection Inc.	1216 South Main Street	Kannapolis	NC	28081	Danell P.	704-932-1929
Carpet Design Center	3205 S Memorial Dr	Greenville	NC	27834	Karen H.	252-439-0840
Eastman's Carpets, Inc.	4044 Arendell St	Morehead City	NC	28557		252-726-2737
Environmental Flooring	6212 New Market Way	Raleigh	NC	27609	Joseph	919-757-8305
Flooring Solutions	3062 Eaton Avenue	Indian Trail	NC	28079	Ed Wolley	704-234-5001
Mill End Enterprises	80 Charlotte St.	Asheville	NC	28801		828-252-1594
Santis Flooring LLC	107-C Creek Ridge Road	Greensboro	NC	27406		336-674-5972
Sharp-Carter Corporation	2605 Branchwood Dr	Greensboro	NC	27408	John Hoots	336-282-8210
Stanly Interiors, Inc.	1943 E Main St	Albemarle	NC	28001		704-983-3164
Storr Office Environments	10800 World Trade Blvd	Raleigh	NC	27617	Jack R. King	919-313-3700
Stratos Solutions	803 Pressley Road, Suite 105	Charlotte	NC	28217		703-476-6042
Baldwin Flooring America	9625 Ida Street	Omaha	NE	68122	David Baldwin	402-415-2569
Allstate Office Interiors	113 North Gold Drive	Robbinsville	NJ	8961	Sean S.	732-438-1244
Amboy Floors	381 Smith Street	Perth Amboy	NJ	8861		732-442-5556
AMP Flooring	18 Church St	Newton	NJ	7860		862-258-8302
Dancker LLC	291 Evans Way	Somerville	NJ	8876		908-231-1600
Dorset Design	200 Cambria Avenue Suite C	Pleasantville	NJ	8232		609-485-0700
Flooring Central	420 Park Avenue	Perth Amboy	NJ	8862	Mitchell	732-324-0885
Flooring Concepts	289 Route 33	Manalapan	NJ	7726		732-409-7600
Flooring Foundation Corp	5 Garner Road	Bloomsbury	NJ	8804		908-235-2920
Hannon Floor Covering Corp.	1119 Springfield Rd.	Union	NJ	7083	James Hannon Jr.	908-686-6333
Hauptman Floor Covering, Co.	307 Central Ave	Jersey City	NJ	7307	Gary	201-659-5195
LBj Flooring	Suite 2600 1 Gateway Center Way	Newark	NJ	7102		973-353-6207
Michael Carpet & Flooring	710 Myrtle Ave	Boonton	NJ	7005		973-257-7277
PAR Corporation dba TeamPAR	354 Route 206	Flanders	NJ	7836		973-292-0089
Progressive Flooring Solutions LLC	140 Weiss Terrace	Raritan	NJ	8869		908-581-2073
RFS Commercial Inc	280 North Midland Avenue Building M, Unit #220	Saddle Brook	NJ	7663	Robert Pizzuto	201-796-0006
Treptow Floor Covering	71 Crooks Avenue Suite 3	Clifton	NJ	7011	Michael Mayer	973-478-8122
West Carpets, Inc.	385 St. George Avenue	Rahway	NJ	7065		732-499-8221
Worldwide Wholesale Floorcovering	1055 Route 1 South	Edison	NJ	8837		732-906-1400
Flooring Solutions of Nevada	4275 W Reno Ave	Las Vegas	NV	89119		702-399-9003
Affordable Floors	389 Windsor Highway	New Windsor	NY	12553		845-565-2000
Allasen Carpet Co.	394 Franklin St	Buffalo	NY	14202		716-854-3127
Dan's Carpet and Blinds	623 Mamaroneck Ave	Mamaroneck	NY	10543		914-235-7200
DCS Warehouse Outlet Corp.	45 Industrial Park Rd.	Albany	NY	12206		518-459-0200
Environmental Flooring	6212 New Market Way	Raleigh	NC	27609		607-342-4684
Exceed Flooring	74 Irma Drive	Oceanside	NY	11572		516-787-4885
Flooring Authority	6 Sam Stratton Road	Amsterdam	NY	12010		518-627-4178
Gato Flooring, LLC.	54 Franklin Square St.	Utica	NY	13502		516-223-3855
Greenfield Flooring, LLC.	235 Middle Rd	Henrietta	NY	14467		585-444-0105
Hage Carpet, Co.	4661 Commercial Dr	New Hartford	NY	13413	Joseph Hage	315-736-4401
John Mazzullo and Sons of Oneida	104 Upper Lenox Ave	Oneida	NY	13241	John Mazzullo	315-363-2390
Kanters Carpet	99 Fulton St.	White Plains	NY	10606		914-949-6517
RD Weis LLC	200 Clearbrook Road #142	Elmsford	NY	10523		914-879-5608
Rug Fair Commercial & Industrial, Inc.	3646 George F. Hwy.	Endwell	NY	13760	Timothy Smith	607-748-7366
Signature Floors Inc.	36-09 Vernon Boulevard	Long Island City	NY	11106		718-706-1529
Silverstrl Carpet	2810 Coddington Ave	Bronx	NY	10461	Joseph	718-824-0900
Taubas Carpet and Tile	893 Hempstead Turnpike	Franklin Square	NY	11010	Michael	516-437-5100
T.F. Andrew Carpet One Floor & Home	607 Main St	New Rochelle	NY	10801		914-654-8000
The Rug Shop, Inc.	19 Alice Street	Binghamton	NY	13904	Rudy Paoletti, Jr.	607-343-6984
TC Flooring	48 W Main Street	Fonda	NY	12068	Tracy Craig	518-853-3666
Wilson Tile & Carpet	40 Whisper Wind Circle	Ogdensburg	NY	13669	Roger Wilson	315-934-8559
SCO Enterprise	346 Route 6 Unit 4	Mahopac	NY	10541		845-621-9893
Will's Carpet One Floor and Home	651 E Main St	Batavia	NY	14020		585-300-0019
WNY Tile and Stone Corp	139 Division Street	North Tonawanda	NY	14120		716-957-3722
AIC Contracting Inc	12100 Mosteller Rd	Cincinnati	OH	45241		513-881-5900
Continental Office Floors	5601 Freeway Drive East	Columbus	OH	43229	Eric Lundgren	614-262-5010
Floor Systems & Design	2727 Harrison Road	Columbus	OH	43204		614-467-8410
Marshall Carpet & Tile Inc	1451 SOM Center Road	Mayfield Heights	OH	44124	Matt Wein	440-449-4977
Messina Floor Covering,, LLC	4300 Brookpark Road	Cleveland	OH	44134	Rick Waite	440.552.3094
Pleasant Global Solutions	38881 Lochmoor Dr,	Solon	OH	44139		216-509-0097
School Speciality, Inc.	100 Paragon Pkwy	Mansfield	OH	44903	Scott Kurtzman	419-589-2100
Weiffenbach Marble & Tile	150 Lau Pkwy	Clayton	OH	45315		
L&M Office Furniture LLC dba Progressive Interiors	4319 SW 21st	Oklahoma City	OK	73108	Aaron St. Clair	405-947-5499
Workspace Solutions LLC	6900 N Bryant Ave	Oklahoma City	OK	73121		405-848-2224
Sands Commercial Floor Coverings Inc.	180 Bentley St.	Markham	ON	L3R 3L2	David Breen	905-475-6380
Rubenstein's Contact Carpet LLC	3611 SW Hood Avenue, Suite 222	Portland	OR	97239		503-224-1007
Butler Floor & Carpet	1763 N Main Street Ext	Butler	PA	16001	Tim Craft	724-906-4195
JP Paracca Tile & Marble LLC	216 Meade Street	Pittsburgh	PA	15209	Corey	412-821-1308
Pucci Carpets Inc.	62 Pleasant St.	Westerly	RI	2891		401-596-4656
Bonitz Flooring Group	1993 Technology Drive	Charleston	SC	29492	Danny	843-375-3550
Country Carpet and Flooring, Inc.	414 E. Sioux Ave	Pierre	SD	57501	Laure H.	605-224-9297
Linoleum & Carpet Center Inc dba Flooring America	1711 E. Anamosa St.	Rapid City	SD	57703	Cliff Vanderbush	
Absolute Flooring, Inc.	473 Hope Court	Gallatin	TN	37066	Brad Carver	615-206-1088
Henry's Carpet	619 Broadway Drive	Bean Station	TN	37078	Missy Wells	865-993-3386
HomeChoice Windows & Doors	8719 Kingston Pike	Knoxville	TN	37923		865-357-7007
Lindsay's Carpet & Paint Center	110 E Central Aveune	LaFollette	TN	37766	Sam	423-562-6683
Music City Floors, Inc.	742 Freeland Station Rd	Nashville	TN	37228		615-891-7392
The Workman Company	2917 Armory Dr	Nashville	TN	37222		615-244-8262
Allied Associates Commercial Flooring	130 Palisades Dr # 130A	Universal City	TX	78148		210-646-9090
Arch Floors	1803 Allen Parkway	Houston	TX	77019	Amanda Bringle	713-627-2112
Flooring Solutions Inc.	605 W. Howard Lane Suite 200	Austin	TX	78753		512-335-8089
Jenkins Contract Flooring LLC	112 Western Breeze Dr.	Forth Worth	TX	76126	Jamey Jenkins	817-807-5552
Rockford Business Interiors Inc. (McRoy)	6869 Old Katy Road	Houston	TX	77024	Elizabeth	713-862-4600
Ward Furniture & Flooring	180 IH 45 S	Huntsville	TX	77340	Daniel Ward	936-295-2514
Yates Flooring	1901 W Loop 289 Ste 11	Lubbock	TX	79407		806-795-0070
St. George Flooring	3146 E Deseret Dr, Suite A	St. George	UT	84790	Jesi Pace	435-414-0202
B&L Floorcovering, Inc.	4113 W. Clay St.	Richmond	VA	23230	Lenny Allese	804-213-3808
Carpet Village	4142 Melrose Avenue NW, Suite B	Roanoke	VA	24017	Lisa B	540-265-7200
Cherry Carpet & Flooring	2915 London Blvd.	Portsmouth	VA	23707		757-397-5811
Dominion Contract Carpets, Inc.	7400 Central Business Park Dr	Norfolk	VA	23513		

Shaw Integrated and Turf Solutions, Inc. approved and preferred dealer.
Dealers listed below are authorized dealers of Shaws' Sourcewell Contract #080819-SII and 061323-SII.

*Dealers can be added at any time upon request and approval from Shaw Industries, Inc.

Dealer Name	Address	City	State	Zip	Contact	Phone Number
Hodgman's Inc.	4565 Carolina Ave Building G	Richmond	VA	23222		804-550-1602
L & M Tile Flooring Covering	6156 Mechanicsville Tpke	Mechanicsville	VA	23111		804-730-3016
Precision Flooring Services LLC	1124 Roan Lane	Alexandria	VA	22302	Chris Jay	888-765-4737
WC Carpenter	5890 Thurston Ave.	Virginia Beach	VA	23455		757-460-1101
Whitt Carpet and Tile	3170 W. Main St.	Salem	VA	24153		540-765-4747
Ibex Flooring	2925 N Martin St.	Spokane	WA	99207	Dan	509-327-3331
R&L Tile	1501 Harlom St.	Altoona	WI	54720		715-832-8775
Architectural Floors						
Image Flooring						

Please email Darrien Munroe, darrien.munroe@shawinc.com, to have your dealer request reviewed.

*Dealers subject to removal at Shaw Industries, Inc. discretion.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Simplot Partners for fertilizers for Azalea City Golf Course.

Amount of Contract:

\$23,817.60

Funding Source

General fund.

ATTACHMENTS:

1. 20250515 Simplot Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Simplot Partners

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Simplot Partners for fertilizers for Azalea City Golf Course.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,817.60

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: 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>24069</u>	2025	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (PRICE BELOW BID REQUIREMENT)	\$23,817.60	<u>(296193)</u> <u>SIMPLOT</u> <u>PARTNERS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024069-00 FY 2025 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Released
--	--

Page 1

Vendor
 SIMPLOT PARTNERS
 P O BOX 27

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

BOISE, ID 83707

MOBILE, AL 36608

Tel#850-666-1163

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
05/06/25	296193				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER QUOTE 001 FERTILIZER AS SPECIFIED:	80.00	22.06000	1764.80
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BAG

Additional Description Notes

20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 24TH OR 26TH AND SECOND APP ON AUG 26TH or 28TH. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER 50 POUND BAG.

Vendor Item

Inventory Item/Loc 14207

1 6130.70.20.0000.0000.2005.0000.0000.44020.			1764.80
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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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024069-00 FY 2025 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Released	Page 2
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Vendor SIMPLOT PARTNERS P O BOX 27	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
--	---

BOISE, ID 83707

Tel#850-666-1163

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
05/06/25	296193				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36608			

002 FERTILIZER BULK, AS SPECIFIED :	22.00 TON	882.40000	19412.80
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Additional Description Notes

20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 24TH OR 26TH AND SECOND APP ON AUG 26TH or 28TH. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER TON.

Vendor Item
Inventory Item/Loc 3983

1 6130.70.20.0000.0000.2005.0000.0000.44020.	19412.80
--	----------

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

003 FERTILIZER SPREAD SERVICE	2.00	1320.00000	2640.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024069-00 FY 2025 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Released	Page 3
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Vendor
SIMPLOT PARTNERS
P O BOX 27

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

BOISE, ID 83707

MOBILE, AL 36608

Tel#850-666-1163

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
05/06/25	296193				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty LOT	Unit Price	Net Price
	SUPPLIED BY VENDOR TRUCK AND D RIVER Additional Description Notes ----- SPREAD FERTILIZER OVER 88 ACRES, 2 SEPARATE APPLICATION DATES, FIRST APP ON JUNE 24TH OR 26TH AND SECOND APP ON AUG 26TH OR 28TH Vendor Item Inventory Item/Loc 12312			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			2640.00

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 23817.60

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

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020.		
	23817.60	
AZALEA CITY GOLF COURSE EXP	OPERATING SUPPLIES	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Sansom Equipment Co Inc for two 31 cubic yard side load garbage trucks for Sanitation Dept.

Amount of Contract:

\$794,530.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250515 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for two 31 cubic yard side load
garbage trucks for Sanitation Dept.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$794,530.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>23763</u>	2025	(F7000) MOTOR POOL	TWO 31 CUBIC YARD SIDE LOAD GARBAGE TRUCKS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT , NOT ON STATE CONTRACT)	\$794,530.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023763-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
05/01/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER SOURCEWELL CONTRACT 110223-NWY ABD YOUR QUOTE #SECQ8552 DATED 5-14-2025				
001	NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER AS FOLLOWS: 31 CUBIC YARD CAPACITY;SEVERE DUTY REFUSE PACKAGE-7GA AR HOPPER FLR & SIDE LINER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR & GA AR450 32" INTO BODY, CHROMIUM OVERLAY ON PACKER GUIDE RAILS; HINGED FRONT CYLINDER SPLASH SHIELDS; (2) HOPPER SUMP CLEANOUT CHUTE EXTENSIONS-LH/RH; HYDRAULIC HOPPER COVER; HOPPER ACCESS LADDER W/HANDLES;SHOVEL/BROOM RACK; LARGE CAUTION SAFETY DECAL-TAILGATE;LED WORK LIGHTS-(1) LIGHT IN MHOPPER AND (1) CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-TAILGATE); LED STROBE LIGHT PACKAGE (INTEGRATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED FRONT OF BODY-BULKHEAD; SAFETY VISION QUAD CAMERA SYSTEM W/7' COLOR MONITOR-ARM, LH BLINDSPOT, HOPPER & REARVIEW; REMOTE GREASE ZERKS TAILGATE AND UPPER CYLINDER HINGE PINS;FRONT REMOTE GREASE	2.00 EACH	397265.00000	794530.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023763-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#205-401-4040
 Fax 251-631-3768

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
05/01/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ZERKS-SYSTEM PACKER & BODY LIFT PINS;ARM CONTROLS ROCKER SWITCHES UNDER SEAT;ELECTRONIC HYDRAULIC FILTER BY-PASS INDICATOR IN CAB;ARM EXTENDED AUDIBLE ALARM;QUICK DISCONNECT HYDRAULIC PRESSURE GAUGE;(2) FIRE EXTINGUISHERS 20 LB.-LH/RH BODY MOUNTED;NEW MACK CABOVER CHASSIS AS PER COURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE SECQ8552. Additional Description Notes			

NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER AS FOLLOWS:

31 CUBIC YARD CAPACITY;SEVERE DUTY REFUSE PACKAGE-7GA AR HOPPER FLR & SIDE
 LINER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR & GA AR450 32"
 INTO BODY, CHROMIUM OVERLAY ON PACKER GUIDE RAILS; HINGED FRONT CYLINDER
 SPLASH SHIELDS; (2) HOPPER SUMP CLEANOUT CHUTE EXTENSIONS-LH/RH; HYDRAULIC
 HOPPER COVER; HOPPER ACCESS LADDER W/HANDLES;SHOVEL/BROOM RACK; LARGE
 CAUTION SAFETY DECAL-TAILGATE;LED WORK LIGHTS-(1) LIGHT IN MHOPPER AND (1)
 CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-TAILGATE);
 LED STROBE LIGHT PACKAGE (INTEGRATED STROBE SYSTEM) (2) ROUND LIGHTS MOUNTED
 FRONT OF BODY-BULKHEAD; SAFETY VISION QUAD CAMERA SYSTEM W/7' COLOR
 MONITOR-ARM, LH BLINDSPOT, HOPPER & REARVIEW; REMOTE GREASE ZERKS TAILGATE
 AND UPPER CYLINDER HINGE PINS;FRONT REMOTE GREASE ZERKS-SYSTEM PACKER & BODY
 LIFT PINS;ARM CONTROLS ROCKER SWITCHES UNDER SEAT;ELECTRONIC HYDRAULIC
 FILTER BY-PASS INDICATOR IN CAB;ARM EXTENDED AUDIBLE ALARM;QUICK DISCONNECT
 HYDRAULIC PRESSURE GAUGE;(2) FIRE EXTINGUISHERS 20 LB.-LH/RH BODY
 MOUNTED;NEW KENWORTH L770 CABOVER CHASSIS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023763-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.45040.			794530.00

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
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	794530.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	794530.00	2679159.92
SANITATION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Cancelled	05/14/25	JOHN PAINE	GL Allocation changed
Approved	04/29/25	SHONNDA SMITH	
Approved	04/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/01/25	SHONNDA SMITH	

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

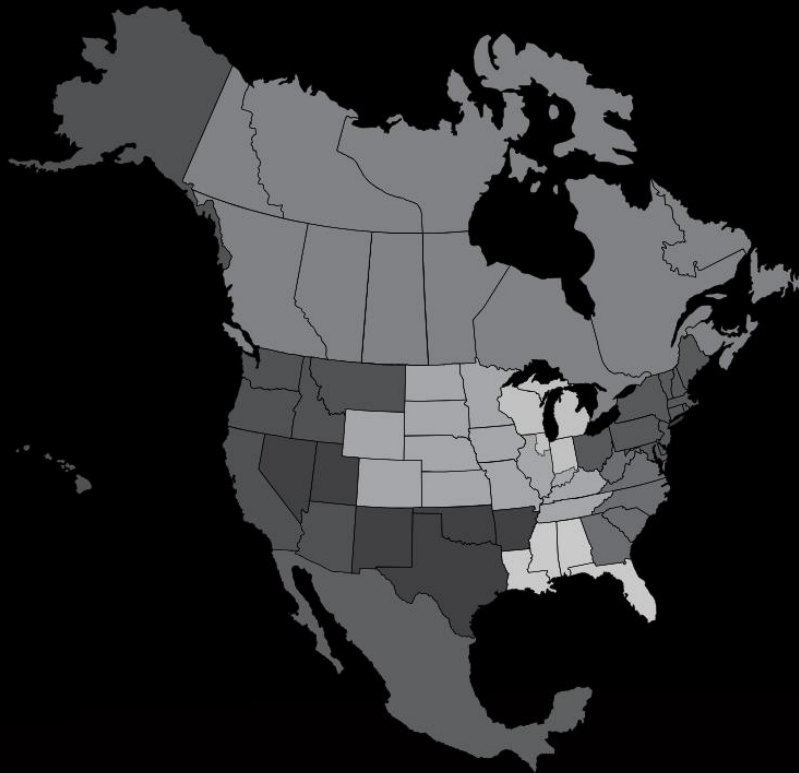
[ez!QC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

NORTH AMERICA DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.

Click the territory in the map below to learn which New Way Regional Sales Manager covers it. To determine your local distributor, select your state or province from the dropdown menu below the map or scroll down and find it.



Jump to a State or Province

Alabama To get started, contact your local New Way RSM: KEN BEUGGER

DISTRIBUTOR AREA OF RESPONSIBILITY

Sansom Equipment Co.
(800) 501-0757 - Birmingham
(800) 435-3044 - Mobile
[website](#)

Serving all counties.

Alaska To get started, contact your local New Way RSM: DAVE SHORT

DISTRIBUTOR LOCATOR

United States & Canada

International

- ↳ Australia
- ↳ Bermuda
- ↳ Canada
- ↳ Costa Rica
- ↳ Fiji
- ↳ Malaysia
- ↳ Mexico
- ↳ New Zealand
- ↳ Papua New Guinea
- ↳ Philippines
- ↳ Puerto Rico
- ↳ Republic of Indonesia
- ↳ Republic of Vanuatu
- ↳ West Indies

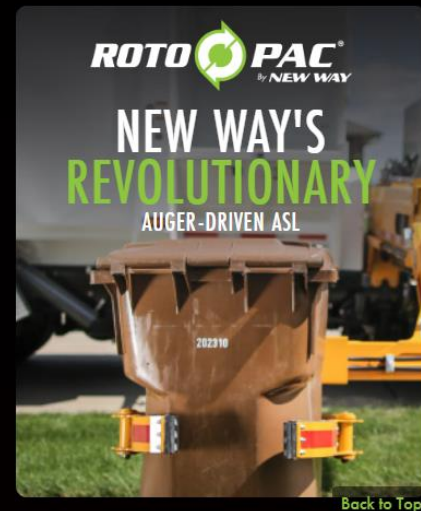
GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858

[Contact Us →](#)



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- 🌐 Translate to Engl
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- 🔗 Share
- 📷 Screenshot
- 🔍 View page source
- 🔍 Inspect

[Back to Top](#)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Tracer Drone Technologies LLC for one DJI Matrice 350 drone, batteries, and accessories for MFRD.

Amount of Contract:

\$49,106.00

Funding Source

Federal Pipeline Hazardous Materials Safety Administration grant

ATTACHMENTS:

1. 20250515 Tracer Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Tracer Drone Technologies LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tracer Drone Technologies LLC for one DJI Matrice 350
drone, batteries, and accessories for MFRD.
Federal Pipeline Hazardous Materials Safety Administration grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$49,106.00

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 5917 with no responsive bidders. Ala Code 41-16-50 (b)(4)

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

How many bidders submitted bids (if applicable): 0

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

No bidders could commit to pricing.

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>24222</u>	2025	(2590) GRANT MANAGEMENT	ONE DJI MATRICE 350 DRONE WITH BATTERIES AND ACCESSORIES FOR MFRD (PRICE QUOTE AFTER SEALED BID 5917 WITH NO RESPONSIVE BIDDERS, ALA CODE 41-16-50(B)(4))	\$49,106.00	<u>(299750) TRACER DRONE TECHNOLOGIES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Converted	Page 1
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Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PHILLIPSBURG, NJ 08865

MOBILE, AL 36607
 KELS1.TIPPERY@CITYOFMOBILE.ORG

Tel#6108103228

Delivery Reference
 KELS1 TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #4791595000017764075.

EMAIL PO TO TONY DOWNS: TDOWN@TRACERDRONE.COM

001	610-810-3228 M350RTK-WORRYFREE-BASIC DJI MATRICE 350 RTK WORRY-FREE BASIC COMBO (2 TB65, 1 BS65, SHIELD BASIC). INCLUDES: AIRCRAFT (1), RC PLUS (1), WB37 INTELLIGENT BATTERY (1), TB65 INTELLIGENT FLIGHT BATTERY (2), CARRYING CASE (1), BS65 INTELLIGENT BATTERY STATION (1), LANDING GEAR (2), MATRICE 350 RTK 2110S PROPELLERS (PAIR)(1), SCREWS AND TOOLS (1), CLEANING TOOLS (1), SPARE GIMBAL DAMPER (4), RUBBER PORT COVER SET (1), ENTERPRISE SHIELD BASIC (1)	1.00 EACH	22580.00000	22580.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			22580.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 2
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Vendor
TRACER DRONE TECHNOLOGIES LLC
445 MARSHALL STREET, STE 153

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

PHILLIPSBURG, NJ 08865

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#6108103228

Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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FIRE CENTRAL SUPPLY
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205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

002 ZENMUSE H30T SP SHIELD BASIC CP.EN. 00000529.SB	1.00 EACH	18899.00000	18899.00
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1 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			10990.00
2 5000.10.00.0000.0000.0000.0000.0000.94070. E G-OGMMATCH.TRANSFER .			7909.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
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 KELSI.TIPPERY@CITYOFMOBILE.ORG

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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
003	MATRICE 350 SERIES-PART08-TB65 INTELLIGENT FLIGHT BATTERY CP.EN. 00000457.01: NEW FLIGHT BATTER FOR DJI MATRICE 350RTK, PROVIDES 55 MINUTES OF FLIGHT, INCLUDES A SELF-HEATING FUNCTION THAT HEATS THE BATTERY TO OPTIMUM PERFORMANCE LEVEL IN THE COLD TEMPERATURES, NOTE: COMPATIBLE WITH MATRICE 300RTK AND MATRICE 350 RTK SERIES	2.00 EACH	1589.00000	3178.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			1589.00
2	5000.10.00.0000.0000.0000.0000.94070. E G-OGMMATCH.TRANSFER			1589.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 4
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Vendor
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			

004	DJI MATRICE 300 SERIES PART10-DUAL GIMBAL CONNECTOR CP.EN.00000265.01 FOR: DJI MATRICE 300 RTK, SUPPORTS UP TO 2 PAYLOADS, MOUNTS PAYLOADS UNDERNEATH THE DRONE, IP44 WATER AND DUST RESISTANCE	1.00 EACH	250.00000	250.00
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1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			250.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

005	CZI LP35 SEARCHLIGHT AND BROADCAST SYSTEM FOR MATRICE 300/350 LP35	1.00 EACH	4199.00000	4199.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 5
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Vendor
TRACER DRONE TECHNOLOGIES LLC
445 MARSHALL STREET, STE 153

Ship To
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2851 OLD SHELL ROAD

PHILLIPSBURG, NJ 08865

MOBILE, AL 36607
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Tel#6108103228

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Deliver To
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205 GOVERNMENT STREET
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MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
1 5000.10.00.0000.0000.0000.0000.94070. E G-OGMMATCH.TRANSFER .			4199.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 49106.00

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

Account	Amount	Remaining Budget
E G-OGMMATCH.TRANSFER .	13697.00	-297547.00
E G-PHMSA24 .CAPEQUIPMT.	35409.00	489.00

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

Account	Amount	Remaining Budget
5000.10.00.0000.0000.0000.0000.94070.	13697.00	2679159.92
MISC GRANT ADMIN EXP TO GRANT ADMINISTRATION FUND		
5500.30.15.0000.0000.1510.0000.0000.47010.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024222-00 FY 2025 PO 25008968 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Converted	Page 6
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Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PHILLIPSBURG, NJ 08865

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#6108103228

Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299750				GRANT MANAGEMENT

Account	Amount	Remaining Budget
MISC FIRE GRANTS EXP	35409.00	2679159.92
EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	05/09/25	BARRY GLISSON	
Approved	05/09/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	05/09/25	JAMES FRANK	Auto approved by: 910512538
Approved	05/09/25	DONNA BRYARS	
Approved	05/09/25	CODY SCOTT	Auto approved by: 910519237
Approved	05/12/25	DREANETTA BARNES	Auto approved by: 910520990
Approved	05/12/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	05/12/25	SHAUNAGYE SIMMS	
Approved	05/12/25	SELENA SMITH	Auto approved by: 910520990
Approved	05/12/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	05/12/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	05/12/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	05/12/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	05/12/25	CLAUDE BUERGER IV	Auto approved by: 9105fo1a
Approved	05/12/25	ANNE FOLEY	
Approved	05/12/25	JOHN PAINE	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2025	5917	FIRE/GRANTS	205 Government St, Room 454S

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

11:00 AM, Friday, February 7, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	DRONE AND MULTI-GAS SENSOR The City of Mobile is requesting bids for a DRONE and multi-gas sensor for the Mobile Fire Department with perpetual mapping software per the attached specifications. If substituting, product must fulfill all features and requirements of the items specified. System should be Mission-Ready, with fully setup system <u>before</u> shipping, including: firmware/software updates on all components; system pairing/matching; bench/flight test; completely charged batteries for mission-ready flight out of the box. A functional demonstration may be required on Friday, February 12, 2025, at 10:00 am in Mobile, Alabama. BID ON EACH ITEM. Failure to bid on each item will cause your bid to be rejected. Pricing is to be held firm through September 30, 2025. Prices may be extended for up to 5 additional six month periods with the approval of the successful vendor and the City of Mobile. Quantities to be purchased are approximate. Additional items may be purchased. The minimum quantities listed should be purchased upon bid award. All prices must be the delivered price FOB Mobile, Alabama. Questions should be sent to purchasing@cityofmobile.org NO LATER THAN January 30, 2024.					
Page 1 of 4			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 1	Page 2 of 4 ITEM #1: DJI MATRICE M350 RTK AIRCRAFT BUNDLE WITH 2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1 - M350 RTK AIRCRAFT WITH SINGLE GIMBAL BRACKET 1 – RC PLUS CONTROLLER 2 – TB65 FLIGHT BATTERY 1 – BS65 BATTERY STATION CASE 1 – WHEELED CASE FOR SYSTEM 1 – EXTRA PAIR OF PROPS - INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE Providing_____Price_____					
MIN 1	ITEM #2: DJI ZENMUSE H30T PAYLOAD WITH 2 YEAR CARE BASIC Providing_____Price_____					
MIN 1	ITEM #3: SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCs: CXHY/CH4/LEL, CO, CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING SOFTWARE AND STANDARD 1 YEAR WARRANTY. Providing_____Price_____					
MIN 1	ITEM #4: GL60 PLUS GIMBAL SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJI SKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS. Providing_____Price_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 6	Page 3 of 4 ITEM #5: DJI TB65 FLIGHT BATTERY (M300/M350). Providing _____ Price _____					
MIN 2	ITEM #6: DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER. Providing _____ Price _____					
MIN 1	ITEM #7: DJI M300 DUAL GIMBAL BRACKET. Providing _____ Price _____					
MIN 1	ITEM #8: INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM. Providing _____ Price _____					
MIN 4	ITEM #9: M350 HIGH ALTITUDE/ LOW NOISE PROP SET (2/PAIR). Providing _____ Price _____					
BID TOTAL EXTENDED PRICE \$ _____						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page 1081 of 1609

Page_____ of _____

Page 1082 of 1609

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Viva Voce LLC for one DR2000 drone mountable multi-gas air detector and analyzer for MFRD.

Amount of Contract:

\$26,468.00

Funding Source

Federal Pipeline Hazardous Materials Safety Administration grant

ATTACHMENTS:

1. 20250515 Viva Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Viva Voce LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Viva Voce LLC for one DR2000 drone mountable multi-gas air detector and analyzer for MFRD.
Federal Pipeline Hazardous Materials Safety Administration grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$26,468.00

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 5917 with no responsive bidders. Ala Code 41-16-50 (b)(4). Price below bid rqmt

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

How many bidders submitted bids (if applicable): 0

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

No bidders could commit to pricing.

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>24251</u>	2025	(2590) GRANT MANAGEMENT	ONE DR2000 DRONE MOUNTABLE MULTI-GAS AIR DETECTOR AND ANALYZER FOR MFRD (PRICE QUOTE AFTER SEALED BID 5917 WITH NO RESPONSIVE BIDDERS, ALA CODE 41-16-50(B)(4), PRICE BELOW BID REQUIREMENT)	\$26,468.00	<u>(299754) VIVA VOCE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor
 VIVA VOCE LLC
 2325 WATER TOWER CT W

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
 Fax 9726379841

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #MFRD050725-1.

001	JEFFK@VVINOW.COM DR2000 FLYING LABORATORY PACKAGE: COMPLETE MULTI-GAS AIR ANALYZER FOR MOUNTING ON DRONES AND OTHER VEHICLES; WEIGHS 640G; CAN BE EQUIPPED WITH 8 CHEMICAL SENSORS (4xEC, 1xC02, 1xPID, 1xCH4, 1xPM); 3 SENSORS INCLUDED (EXCEPT PM); LIVE CONTINUOUS MONITORING OF: CO2, METHANE, NITROUS OXIDE USING NONDISPERSIVE INFRARED SENSOR, VOLATILE ORGANIC COMPOUNDS USING PHOTO-IONIZATION TECHNOLOGY, PARTICULATES PM1, PM2.5, PM4, AND PM10, TEMPERATURE, HUMIDITY, AND BAROMETRIC PRESSURE (LAST THREE INCLUDED); HIGH-ACCURACY GPS, HIGH-ACCURACY ALTITUDE MEASUREMENTS, SCENTROID PATENTED SAMPLING SYSTEM TO AVOID PROPELLER DOWNWASH AND SAMPLE ONLY UNDISTURBED AMBIENT AIR; WIRELESS DATA TRANSMISSION USING LORA PROTOCOL FOR UP TO 10KM OF SECURE ENCRYPTED TRANSMISSION TO THE	1.00 EACH	14825.00000	14825.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Converted	Page 2
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Vendor
VIVA VOCE LLC
2325 WATER TOWER CT W

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
Fax 9726379841

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MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	GROUND STATION; GROUND STATION IS DEDICATED TABLET WITH DRIMS-GS SOFTWARE PROVIDING; LIVE MONITORING OF ALL PARAMETERS; 3D LIVE MAPPING OF POSITION, ALTITUDE, AND READINGS;AUTO-GENERATED ISO-CONCENTRATION GRAPHS; AUTO-GENERATED HEAT MAP; AUTO-SYNC WITH DRIMS2 CLOUD SOFTWARE; DATA EXPORT AND BACKUP; DR2000 MOUNTING PLATE CUSTOMIZED TO FIT CUSTOMER DRONE PROVIDING A STRONG AND SECURE MOUNTING OPTION TO INSTALL THE DR2000 ON THE BOTTOM OF ANY DJI DRONE WITH UNIVERSAL GIMBAL			

1 5500.30.15.0000.0000.1510.0000.0000.47010.
E G-PHMSA24 .CAPEQUIPMT.

14825.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Converted	Page 3
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Vendor
 VIVA VOCE LLC
 2325 WATER TOWER CT W

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
002	PM1, 2.5, 10-PARTICULATE (PM 1, 2.5, 10) SIMULTANEOUS; TYPE: LASER SCATTERED; MAXIMUM DETECTION LIMIT: 1000µg/M3; LOWEST DETECTION THRESHOLD: 0.0µ/M3; RESOLUTION: 0.01µ/M3	1.00 EACH	2218.00000	2218.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			2218.00

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003	TOTAL VOCS (PID)-LC-PID 10.7 EV SENSOR ONLY; TYPE: PHOTO-IONIZATION DETECTOR SENSOR (PID), MAXIMUM DETECTION LIMIT: 50PPM (ISOBUTYLENE); LOWEST	1.00 EACH	2510.00000	2510.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 4
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Vendor VIVA VOCE LLC 2325 WATER TOWER CT W FORT WORTH, TX 76179 Tel#9728378090 Fax 9726379841	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	DETECTION THRESHOLD: 1PPB; RESOLUTION: 1PPB 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT.			2510.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644				
004	CD2-CARBON DIOXIDE (CO2) LC SENSOR; TYPE: NON-DISPERSION INFRARED (NDIR) TECHNOLOGY; MAXIMUM DETECTION LIMIT: 2000PPM; LOWEST DETECTION THRESHOLD: 1PPM; RESOLUTION: 0.6PPM	1.00 EACH	0.00000	0.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 5
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Vendor
VIVA VOCE LLC
2325 WATER TOWER CT W

FORT WORTH, TX 76179

Tel#9728378090
Fax 9726379841

Ship To
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2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

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05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
005	CARBON MONOXIDE (CO) LC SENSOR ONLY; TYPE: ELECTRO CHEMICAL SENSOR (EC); MAXIMUM DETECTION LIMIT: 100PPM; LOWEST DETECTION THRESHOLD: 0.03PPM; RESOLUTION: 0.01PPM	1.00 EACH	0.00000	0.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 6
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Vendor
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05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
006	MT1-METHANE-LEL (CH4) SENSOR; TYPE: NON-DISPERSIVE INFARED SENSOR (NDIR); MAXIMUM DETECTION LIMIT: 20,000PPM; LOWEST DETECTION: 100PPM; RESOLUTION: 10PPM	1.00 EACH	0.00000	0.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA .CAPEQUIPMT.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 7
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Vendor
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05/08/25	299754				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36644

007 OXYGEN (O2)-LOW CONCENTRATION SENSOR; TYPE: ELECTRO CHEMICAL SENSOR (EC); MAXIMUM DETECTION LIMIT: 20%; LOWEST DETECTION: 0.01%; RESOLUTION: 0.01%	1.00 EACH	1350.00000	1350.00
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1 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			1350.00
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 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

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05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
008	HYDROGEN SULFIDE (H2S) LOW CONCENTRATION SENSOR; TYPE: ELECTRO CHEMICAL SENSOR (EC); MAXIMUM DETECTION LIMIT: 3PPM; LOWEST DETECTION THRESHOLD: 7PPB; RESOLUTION: 1PPB	1.00 EACH	1350.00000	1350.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			1350.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105foia Status: Converted	Page 9
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Vendor
VIVA VOCE LLC
2325 WATER TOWER CT W

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
Fax 9726379841

Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
009	ANNUAL DRIMS SUBSCRIPTION; PROVIDES A CLOUD-BASED SOLUTION FOR THE COLLECTION, PRESENTATION, AND ANALYSIS OF DATA RECEIVED FROM THE DR1000, DR2000, AND US20 IN REAL-TIME; DATA IS SENT USING GPRS TO DRIMS 2.0 WHERE IT'S STORED IN A SECURE DATABASE; USER CAN ALSO VIEW THE DATA IN A VARIETY OF GRAPHS AND REPRESENTATIONS INCLUDING HEAT MAPS, CONTOUR GRAPHS OR TIME BASED GRAPHS; DATA IS PROCESSED BY THE DRIMS POWERFUL GIS SOFTWARE; REAL-TIME DATA VISUALIZATION ALLOWS THE USER TO IDENTIFY UNKNOWN EMISSION SOURCES AND POLLUTANTS; THE SOFTWARE IS 100% CLOUD-BASED AND DOES NOT REQUIRE ANY PROGRAMS TO BE INSTALLED ON A LOCAL COMPUTER	1.00 EACH	0.00000	0.00

1 5500.30.15.0000.0000.1510.0000.0000.47010.
E G-PHMSA24 .CAPEQUIPMT. .00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 10
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Vendor
 VIVA VOCE LLC
 2325 WATER TOWER CT W

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
 Fax 9726379841

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			

010	RADIATION SENSOR; RADIATION DETECTION: GAMA AND BETA; DETECTION: YRAY 20MR/H-120MR/H; SENSITIVITY: 0.1MEV; DETECTION RAY IN RANGE 100-1800	1.00 EACH	3850.00000	3850.00
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1	5000.10.00.0000.0000.0000.0000.0000.94070. E G-OGMMATCH.TRANSFER			3850.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

011	FREIGHT	1.00	365.00000	365.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 11
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Vendor
VIVA VOCE LLC
2325 WATER TOWER CT W

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
Fax 9726379841

Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

LN Description / Account	Qty EACH	Unit Price	Net Price
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1 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			365.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
KELSI TIPPERY/CHARLES HINES

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 26468.00

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

Account	Amount	Remaining Budget
E G-OGMMATCH.TRANSFER .	3850.00	-297547.00
E G-PHMSA .CAPEQUIPMT.	2510.00	73.25
E G-PHMSA24 .CAPEQUIPMT.	20108.00	489.00

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

Account	Amount	Remaining Budget
5000.10.00.0000.0000.0000.0000.94070.	3850.00	2679159.92

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024251-00 FY 2025 PO 25009057 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Converted	Page 12
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Vendor
 VIVA VOCE LLC
 2325 WATER TOWER CT W

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FORT WORTH, TX 76179

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#9728378090
 Fax 9726379841

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/08/25	299754				GRANT MANAGEMENT

Account	Amount	Remaining Budget
MISC GRANT ADMIN EXP	TO GRANT ADMINISTRATION FUND	
5500.30.15.0000.0000.1510.0000.0000.47010.		
	22618.00	2679159.92
MISC FIRE GRANTS EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	BARRY GLISSON	
Approved	05/09/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	05/09/25	JAMES FRANK	Auto approved by: 910512538
Approved	05/09/25	DONNA BRYARS	
Approved	05/09/25	CODY SCOTT	Auto approved by: 910519237
Approved	05/12/25	DREANETTA BARNES	Auto approved by: 910520990
Approved	05/12/25	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	05/12/25	SHAUNAGYE SIMMS	
Approved	05/12/25	SELENA SMITH	Auto approved by: 910520990
Approved	05/14/25	DONALD ROSE	Auto approved by: 9105fola
Approved	05/14/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/14/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/14/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/14/25	CLAUDE BUERGER IV	Auto approved by: 9105fola
Approved	05/14/25	ANNE FOLEY	
Approved	05/14/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2025	5917	FIRE/GRANTS	205 Government St, Room 454S

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

11:00 AM, Friday, February 7, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	DRONE AND MULTI-GAS SENSOR The City of Mobile is requesting bids for a DRONE and multi-gas sensor for the Mobile Fire Department with perpetual mapping software per the attached specifications. If substituting, product must fulfill all features and requirements of the items specified. System should be Mission-Ready, with fully setup system <u>before</u> shipping, including: firmware/software updates on all components; system pairing/matching; bench/flight test; completely charged batteries for mission-ready flight out of the box. A functional demonstration may be required on Friday, February 12, 2025, at 10:00 am in Mobile, Alabama. BID ON EACH ITEM. Failure to bid on each item will cause your bid to be rejected. Pricing is to be held firm through September 30, 2025. Prices may be extended for up to 5 additional six month periods with the approval of the successful vendor and the City of Mobile. Quantities to be purchased are approximate. Additional items may be purchased. The minimum quantities listed should be purchased upon bid award. All prices must be the delivered price FOB Mobile, Alabama. Questions should be sent to purchasing@cityofmobile.org NO LATER THAN January 30, 2024.					
			TOTAL			

Page 1 of 4

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 1	Page 2 of 4 ITEM #1: DJI MATRICE M350 RTK AIRCRAFT BUNDLE WITH 2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1 - M350 RTK AIRCRAFT WITH SINGLE GIMBAL BRACKET 1 – RC PLUS CONTROLLER 2 – TB65 FLIGHT BATTERY 1 – BS65 BATTERY STATION CASE 1 – WHEELED CASE FOR SYSTEM 1 – EXTRA PAIR OF PROPS - INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE Providing_____Price_____					
MIN 1	ITEM #2: DJI ZENMUSE H30T PAYLOAD WITH 2 YEAR CARE BASIC Providing_____Price_____					
MIN 1	ITEM #3: SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCS: CXHY/CH4/LEL, CO, CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING SOFTWARE AND STANDARD 1 YEAR WARRANTY. Providing_____Price_____					
MIN 1	ITEM #4: GL60 PLUS GIMBAL SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJI SKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS. Providing_____Price_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 6	Page 3 of 4 ITEM #5: DJI TB65 FLIGHT BATTERY (M300/M350). Providing _____ Price _____					
MIN 2	ITEM #6: DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER. Providing _____ Price _____					
MIN 1	ITEM #7: DJI M300 DUAL GIMBAL BRACKET. Providing _____ Price _____					
MIN 1	ITEM #8: INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM. Providing _____ Price _____					
MIN 4	ITEM #9: M350 HIGH ALTITUDE/ LOW NOISE PROP SET (2/PAIR). Providing _____ Price _____					
BID TOTAL EXTENDED PRICE \$ _____						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page 1117 of 1609

Page_____ of _____

Page 1118 of 1609

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET

Capital - Motor Pool and General Fund.



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Stivers Ford Lincoln, Inc for one 2025 Ford Explorer XLT 4WD SUV, three Ford F150 Super Crew pickup trucks, and two F250 crew cab pickup trucks for Parks Department.

Amount of Contract:

\$263,418.00

Funding Source

ATTACHMENTS:

1. 20250515 Stivers Agenda Package POs

REVIEWERS:

Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Orders to Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Stivers Ford Lincoln, Inc for one 2025 Ford Explorer XLT 4WD SUV, three Ford F150 Super Crew pickup trucks, and two F250 crew cab pickup trucks for Parks Department. Capital - Motor Pool and General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$263,418.00

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: 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, purchase orders 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>24326,</u> <u>24524,</u> <u>24540</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD EXPLORER XLT 4WD SUV, THREE 2025 FORD F150 SUPER CREW PICKUP TRUCKS, AND TWO F250 CREW CAB PICKUP TRUCKS FOR PARKS DEPT (AL STATE CONTRACT)	\$263,418.00	<u>(292393)</u> <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024326-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD EXPLORER AS FOLLOWS: EXPLORER 4WD MODEL-"XLT" W/2ND ROW BENCH; OXFORD WHITE; DAYTIME RUNNING LAMPS (FLEET ONLY); AS PER STATE CONTRACT T-191, MA22****3128-3 Additional Description Notes ----- 2025 OR NEWER FORD EXPLORER AS FOLLOWS: EXPLORER 4WD MODEL-"XLT" W/2ND ROW BENCH; OXFORD WHITE; DAYTIME RUNNING LAMPS (FLEET ONLY); AS REQUESTED BY 2012-PARKS	1.00 EACH	40169.00000	40169.00
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02012 .VEHICLEEXP.			40169.00

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
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024326-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	172.00 EACH	2.00000	344.00

Vendor Item
Inventory Item/Loc 14009

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02012 .VEHICLEEXP.	344.00
--	--------

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
MOBILE, AL 36604

Requisition Link

Requisition Total	40513.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02012 .VEHICLEEXP.	40513.00	2632.14

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024326-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 3

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

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
05/09/25	292393				MOTOR POOL

Account	Amount	Remaining Budget
MOTOR POOL EXP	40513.00	7991991.71
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	05/13/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/13/25	CHARLES SUMRALL	
Approved	05/15/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/15/25	CHERI BOUCHER	
Approved	05/15/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/15/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/15/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024524-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
05/14/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FOR F150 SUPERCREW 4x2 PICKUP TRK AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE, 3.55 REGULAR AXLE 10-SPD AUTO, 4x2, 145" WHEELBASE, 5.5' BED, CLASS iv TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER ALUMINUM WHEELS; CHROME BUMPERS; FOG LAMPS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; TRAILER BRAKE CONTROLLER-W/2.7 ECOBOOST ONLY; BACK UP ALARM; 4 CORNER LED STROBE LIGHTS; ALL WEATHER RUBBER MATS; SPRAY-IN BEDLINER (5-1/2" BED) OPTIONS W1L, AS, 99P, X19, 18B, 67T, 85H, LED, WT1, SL1 AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-14 Additional Description Notes	3.00 EACH	41705.00000	125115.00

2025 OR NEWER FOR F150 SUPERCREW 4x2 PICKUP TRK AS FOLLOWS:

2.7L ECOBOOST V6 ENGINE, 3.55 REGULAR AXLE 10-SPD AUTO, 4x2, 145" WHEELBASE,

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024524-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

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
05/14/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	5.5' BED, CLASS iv TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER ALUMINUM WHEELS; CHROME BUMPERS; FOG LAMPS; FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; TRAILER BRAKE CONTROLLER-W/2.7 ECOBOOST ONLY; BACK UP ALARM; 4 CORNER LED STROBE LIGHTS; ALL WEATHER RUBBER MATS; SPRAY-IN BEDLINER (5-1/2" BED)			

AS REQUESTED BY 2012-PARKS

1 1000.40.20.2030.2012.2005.0000.0000.45040.	125115.00
--	-----------

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
 MOBILE, AL 36604

002 FREIGHT	3.00 EACH	344.00000	1032.00
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Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024524-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
05/14/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.2030.2012.2005.0000.0000.45040.			1032.00

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
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	126147.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	126147.00	7991991.71
PARKS MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	05/14/25	KIM CARMODY	
Approved	05/14/25	DANIEL OTTO	Auto approved by: 910520521
Approved	05/14/25	KIM CARMODY	
Approved	05/14/25	DANIEL OTTO	Auto approved by: 910520521
Approved	05/14/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/14/25	SANDRA LEWIS	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024540-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

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
05/14/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD F250 CREW CAB AS FOLLOWS: XL 600A; CREW CAB 4x2; 6.8L V8 PFI GAS ENGINE; 10SPD AUTO TRANSMISSION; 6.75' BOX; POWER WINDOWS & DOOR LOCKS; KEYLESS ENTRY; CRUISE CONTROL; VINYL FLOORING; VINYL 40/20/40 SEAT; AM/FM RADIO; BLUETOOTH; REAR VIEW CAMERA; TRAILER TOW PACKAGE 4/7 PIN; TRAILER BRAKE CONTROLLER; XL CHROME PACKAGE-INCLUDES BOXLINK, CHROME HUB COVERS, CHROME FRONT & REAR STEP BUMPER, FOG LAMPS; OXFORD WHITE IN COLOR; 40/20/40 VINYL SEATS-MEDIUM DARK SLATE; PLATFORM RUNNING BOARDS; BACKUP ALARM; 4 CORNER LED STROBE LIGHTS; HEAVY DUTY RUBBER FLOOR MATS; SPRAY-IN BED LINER-(6-3/4" BED) options 18B, 76C, 96V, 160, 99A, X37, AS, Z1, LED, FM1, BL2 AS PER STATE OF ALABAMA CONTRACT T-191, MA220003128-20 Additional Description Notes	2.00 EACH	48035.00000	96070.00

2025 OR NEWER FORD F250 CREW CAB AS FOLLOWS:

XL 600A; CREW CAB 4x2; 6.8L V8 PFI GAS ENGINE; 10SPD AUTO TRANSMISSION;
 6.75' BOX; POWER WINDOWS & DOOR LOCKS; KEYLESS ENTRY; CRUISE CONTROL; VINYL
 FLOORING; VINYL 40/20/40 SEAT; AM/FM RADIO; BLUETOOTH; REAR VIEW CAMERA;

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024540-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	TRAILER TOW PACKAGE 4/7 PIN; TRAILER BRAKE CONTROLLER; XL CHROME PACKAGE-INCLUDES BOXLINK,CHROME HUB COVERS,CHROME FRONT & REAR STEP BUMPER, FOG LAMPS; OXFORD WHITE IN COLOR; 40/20/40 VINYL SEATS-MEDIUM DARK SLATE; PLATFORM RUNNING BOARDS;BACKUP ALARM;4 CORNER LED STROBE LIGHTS;HEAVY DUTY RUBBER FLOOR MATS;SPRAY-IN BED LINER-(6-3/4" BED) AS REQUESTED BY 2012-PARKS			
1	1000.40.20.2030.2012.2005.0000.0000.45040.			96070.00
	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 MOBILE, AL 36604			
002	FREIGHT	2.00	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009	EACH		
1	1000.40.20.2030.2012.2005.0000.0000.45040.			688.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024540-00 FY 2025 Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	96758.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	96758.00	7991991.71
PARKS MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	05/14/25	KIM CARMODY	
Approved	05/14/25	DANIEL OTTO	Auto approved by: 910520521
Approved	05/14/25	KIM CARMODY	
Approved	05/14/25	DANIEL OTTO	Auto approved by: 910520521
Approved	05/14/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/14/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/14/25	STEVEN KRONINGER	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one Ford F150 4WD Super Crew pickup truck for Sanitation Department.

Amount of Contract:

\$44,348.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250515 Stivers2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one Ford F150 4WD Super
Crew pickup truck for Sanitation Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,348.00

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: 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>24553</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD F150 SUPER CREW 4WD PICKUP TRUCK FOR SANITATION DEPT (AL STATE CONTRACT)	\$44,348.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024553-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

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
05/14/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FOR F150 SUPERCREW 4x4 PICKUP TRK AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE,10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK,CRUISE CONTROL, BLACK VINYL FLOORING, 17" SILVER STEEL WHEELS; FORD CO-PILOT 360 2. 0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR;SEATS VINYL 40/20/40-MEDIUM DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; 4 CORNER LED STROBE LIGHTS; TOOL BOX-STANDARD (15") SPRAY-IN BEDLINER (5-1/2" BED) OPTINS AS, 18B, LED, TB1, OXFORD WHITE AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-15 Additional Description Notes	1.00 EACH	44004.00000	44004.00

2025 OR NEWER FOR F150 SUPERCREW 4x4 PICKUP TRK AS FOLLOWS:

2.7L ECOBOOST V6 ENGINE,10-SPD AUTO, 4x4, 145" WHEELBASE, 5.5' BED, CLASS IV
 TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS; POWER DOOR LOCKS
 W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK,CRUISE
 CONTROL, BLACK VINYL FLOORING, 17" SILVER STEEL WHEELS; FORD CO-PILOT 360
 2.0, 36 GALLON FUEL TANK; OXFORD WHITE IN COLOR;SEATS VINYL 40/20/40-MEDIUM

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024553-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
05/14/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; 4 CORNER LED STROBE LIGHTS; TOOL BOX-STANDARD (15") SPRAY-IN BEDLINER (5-1/2" BED)			
	AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			44004.00
	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 MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	344.00000	344.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			344.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024553-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
05/14/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	44348.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	44348.00	2679159.92
SANITATION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	05/15/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/15/25	CHERI BOUCHER	
Approved	05/15/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/25	CLAUDE BUERGER IV	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 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 Stivers Ford Lincoln, Inc for one 2025 Ford Explorer SUV for MFRD.

Amount of Contract:

\$36,714.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250512 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 May 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 Stivers Ford Lincoln, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln, Inc for one 2025 Ford Explorer SUV for MFRD.
Capital - Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$36,714.00

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: 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>24237</u>	2025	(1510) FIRE ADMINISTRATION	2025 FORD EXPLORER SUV FOR MFRD (AL STATE CONTRACT)	\$36,714.00	(<u>292393</u>) <u>STIVERS FORD LINCOLN, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024237-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
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Page 1

Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE CONTRACT- T191 CONTRACT NUMBER- 220000003128-34 001 SUV, 2025 FORD EXPLORER. EXPLORER 2WD DRIVETRAIN CREDIT OXFORD WHITE IN COLOR *Amount reflects \$1920.00 credit due.	1.00 EACH	38249.00000	36329.00
---	--------------	-------------	----------

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.		36329.00
--	--	----------

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 HOWARD POPPLE

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

002 SUV, UPGRADES: DAYTIME RUNNING LIGHTS	1.00 EACH	45.00000	45.00
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1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.		45.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024237-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
003 DELIVERY CHARGE	1.00 EACH	340.00000	340.00
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			340.00
Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024237-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference HOWARD POPPLE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	36714.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	36714.00	-2037679.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	36714.00	7991919.29
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/09/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/09/25	CHARLES SUMRALL	Approve Spec
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/12/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/12/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/12/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/12/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/12/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/12/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/12/25	JOHN PAINE	
Queued	05/15/25	TRAVESIA AGEE	
Queued	05/15/25	CHARLES SUMRALL	
Pending		SHONNDA SMITH	
Pending		CHERI BOUCHER	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
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Ford Maverick	220000003128-6	26,189.00	Each
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Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Matthew Anderson, Dir Of Public Services

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

\$90,432.50

Funding Source

Requesting \$20,457.50 from Capital Project Title C0648 to Contract #4915

ATTACHMENTS:

1. 2025-04-22-Mobile Elevating Fuel Tank - Restarting Services
2. CDG Change Order Request Updated
3. CDG RESOLUTION NEW
4. Contract Amendment City of Mobile Municipal Garage Above Ground Storage Tank
5. Fully Approved CDG Contract
6. 2025-04-22-Mobile Elevating Fuel Tank - Restarting Services

REVIEWERS:

Kayla Outlaw

Matthew Anderson

April 22, 2025

Mr. Joseph Smith
 Project Manager – City of Mobile
 Via e-mail only: josephb.smith@cityofmobile.org

**Re: Fuel Facility Improvements
 Update to Hourly Rates
 770 Gayle Street
 Mobile, Alabama 36604**

Dear Mr. Smith:

Three Notch Group, Inc. (formerly CDG, Inc.) understands that the City of Mobile would like to resume work on the above-referenced project. The schematic phase hourly initial estimate was below the actual time required. Additionally, since we submitted our original proposal in December 2023, our costs and hourly fees have adjusted, and we are requesting the budget be updated as shown below.

Task No.	Task Name	Original Estimate	Updated Estimate	Net	Billed to Date	Status
1	Topo & Control Survey	\$1,600.00	\$75.00	(\$1,525.00)	\$75.00	Completed
2	Elevation Certificates	\$4,150.00	\$4,150.00	\$0.00	\$0.00	Not started
3	Schematic Layouts	\$4,200.00	\$12,667.50	\$8,467.50	\$12,667.50	Completed
4	Civil Site Design	\$13,550.00	\$20,000.00	\$6,450.00	\$2,698.47	In progress
5	Electrical Design	\$8,625.00	\$9,574.00	\$949.00	\$0.00	Not started
6	Structural Design	\$5,750.00	\$6,383.00	\$633.00	\$0.00	Not started
7	Environmental Permitting	\$2,650.00	\$2,942.00	\$292.00	\$0.00	Not started
8	City Permitting	\$2,850.00	\$3,164.00	\$314.00	\$0.00	Not started
9	Procurement	\$5,750.00	\$6,383.00	\$633.00	\$0.00	Not started
10	Construction Admin	\$15,850.00	\$17,594.00	\$1,744.00	\$0.00	Not started
11	Additional Services	\$5,000.00	\$7,500.00	\$2,500.00	\$0.00	NA
	Total	\$69,975.00	\$90,432.50	\$20,457.50	\$15,440.97	

Please let me know if there are any questions.

Sincerely,

Three Notch Group



Lance Ambrester, PE
Team Leader – Civil/Site

2025 PROJECT FEE SCHEDULE CIVIL & GEOMATICS SERVICES

Mobile Fuel Facility Improvements
770 Gayle Street, Mobile, Alabama
Three Notch Project No. R481523001

Project Professional	\$140.80
Survey Crew Member.....	\$110.00
Project Designer	\$123.20
Engineer I	\$140.80
Engineer II.....	\$167.20
Engineer III (PE).....	\$189.20
Engineer IV (PE).....	\$211.20
Engineer V (PE).....	\$237.60
Engineer VI (PE).....	\$259.60
Project Manager (PE)	\$211.20
Team Leader (PE)	\$259.60

The Standard Hourly Rates and Reimbursable Expenses schedule are subject to an annual rate increase effective
January 1st of each year.

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT 2500- FROM

Public Service AdminDEPT 2070DATE OF REQUEST: 29 APR 25CHANGE ORDER. ☒ (when money is available in project's budget: from project to contract)VENDOR NAME: Three Notch Group

DISTRICT#: Select Item

DEPT. PROJECT#: C0648REQUEST: Please add subtract \$ 20,457.50 from Capital Project= TitleC0648 to Contract # 4915
to contract= _____Total amount of Change Order: \$ 20,457.50Current contract amount: \$ 69,975.00Revised contract amount: \$ 90,432.50

Comments: Change order is being requested to start up the design work
again. This was put on pause and paid for the amount of work
already completed. There is an increase of 29.24%.


Employee signature
Approval signature

RESOLUTION

Sponsored by: **Mayor William S. Stimpson**

WHEREAS, the CITY entered into a contract dated March 26, 2024 with CDG, Inc. for professional engineering services on the project known as Municipal Garage Above Ground Storage Tank (AST), Professional Services. COM Project No. C0648; and

WHEREAS, the original contract amount was \$69,975.00 for a professional engineering services contract for the construction of the Above Ground Storage Tank located at Gayle St. complex.; and

WHEREAS, the contract was paused by the City of Mobile for a period longer than 90 days; and

WHEREAS, the professional engineering fees now need to be adjusted to compensate Three Notch Group (formally known as CDG, Inc.) for continuance of engineering services, thereby increasing professional engineering fees by \$20,457.50 to a total of \$90,432.50; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee in the amount of \$20,457.50, for a total of \$90,432.50 to be paid to Three Notch Group (formally known as CDG, Inc.) for the construction of the Municipal Garage Above Ground Storage Tank. (COM Project No. C0648)

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **Municipal Garage Above Ground Storage Tank (AST),
Professional Services**

PROJECT NO: **C0648**

CONTRACT RESOLUTION NO: **21-253**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **March 26, 2024**, to provide additional Professional Engineering Services in the amount of **\$20,457.50**.

ORIGINAL CONTRACT PRICE: **\$ 69,975.00**

PROPOSED INCREASE: **\$ 20,457.50**

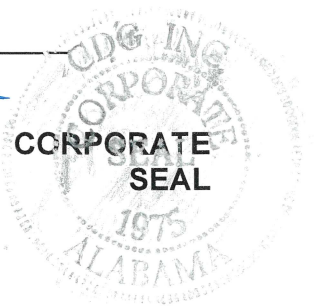
REVISED CONTRACT PRICE: **\$ 90,432.50**

City of Mobile

Accepted by:

Mayor

R.D. All
Owner/President
Chief Operating Officer



Attest:

Attest:

City Clerk

Michelle Wilson
Witness/Secretary

City Engineer

5/1/25
Date



**MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK
(AST), PROFESSIONAL SERVICES**

ENGINEER:

CDG, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 26 day of March, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **CDG, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of designing different solutions on putting a secondary confinement wall around an Above Ground Service Tank

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

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:

ADEM- Alabama Department of Environmental Management

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.

DIRECTOR OF PUBLIC SERVICES - That person designated by the CITY as DIRECTOR OF PUBLIC SERVICES 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 CDG, 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 Director of Public Services for the CONTRACT.

PROJECT -MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST) PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with Compliance with Above Ground Service Tank at the Municipal Garage.

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 for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). 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 ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control.

Should the DIRECTOR OF PUBLIC SERVICES request, the ENGINEER shall schedule and conduct monthly meetings with the DIRECTOR OF PUBLIC SERVICES to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

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 Director of Public Service, all qualifications of all engineers, technical staff, inspectors, observers, agents, any substitutions, replacements, or additions prior to appointment or use by the ENGINEER. Although the DIRECTOR OF PUBLIC SERVICES shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the DIRECTOR OF PUBLIC SERVICES, 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 for the PROJECT is divided into ten (10) Tasks.

The PROJECT 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 ENGINEER shall schedule and conduct Project Kickoff Meeting with the DIRECTOR OF PUBLIC SERVICES and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the DIRECTOR OF PUBLIC SERVICES until the end of the PROJECT.

To ensure proper implementation of the ABOVE GROUND SERVICE TANK program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the DIRECTOR OF PUBLIC SERVICES.

A. Topographical and Control Survey – TASK 1

In accordance with the current edition of the Standards of Practice for Land Surveying in the State of Alabama

1. Limits generally include 50' in each direction from the existing fuel tank
2. Horizontal and vertical survey control to be based on NAD 83 (Alabama State Plane Coordinates System) and NAVD 88, respectively, and collected using the Alabama CORS Network
3. Reference survey to City of Mobile's local benchmarks
4. Data collection using traditional ground measurements, GPS, photogrammetry, and/or remote sensing
5. Establish permanent benchmarks, minimum of two
6. Locate selected natural site features and man-made site improvements that are pertinent to design
7. Provide existing surface contours at one foot intervals
8. Locate visible utilities and utilities marked by the City

B. Elevation Certificates – TASK 2

1. Design elevation certificate of the two tanks based on plan elevations
2. As-built elevation certificate of the two tanks after they have been elevated

C. Schematic Layouts- TASK 3

1. One of the existing 10,000 gallon tank with secondary containment
2. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment
3. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment and canopy
4. A maximum of one revision to each schematic is included
5. Each option will be accompanied with a cost estimate

D. Civil Site Design- TASK 4

1. Perform one site visit to confirm piping, electrical, card lock, etc.
2. Preparation of Final Design Plans in accordance with applicable codes and regulations which may include the sheets listed below.
 - Cover Sheet
 - Notes & Legend
 - Best Management Practices
 - Existing Conditions
 - Site Layout Plan
 - Site Grading and Drainage Plan
 - Erosion Control and BMP Plan
 - Cross-section schematic showing the base flood elevation, method of elevating the tank and proposed bottom of tank elevation
 - Construction Details
 - Performance requirements for canopy
3. Provide a project manual
 - City of Mobile bid documents
 - Applicable technical specifications
4. Submit the City's Design Certification and Checklist, as well as any additional documentation required for City permitting of the project

E. Electrical Design- TASK 5

1. 10,000 gallon tank
 - Electrical associated with elevating the tank
 - Reconnect tank probe, overflow alarm and card lock
2. 2,000 gallon tank
 - Electrical associated with relocating the tank
 - Tank probe, overflow alarm and connect to the existing card lock system
3. Canopy
 - Electrical supply and performance spec for lighting

F. Structural Design- TASK 6

1. Tank Support for elevating the two tanks.

G. Environmental Permitting- TASK 7

1. A separate consultant has been selected to update the SPCC for the entire facility. CDG will provide the necessary documentation of this project in support of the other consultant securing the SPCC permit.

2. CDG will provide ADEM tank registration form for final execution by the City for each tank.

H. City Permitting- TASK 8

1. Submit necessary information for the following permits:
 - Land Disturbance Permit, Tier II
 - Building permit for each tank and canopy

I. Procurement- TASK 9

1. Submit the project Advertisement for Bids in accordance with state bid law
2. Distribute bid packets to prospective bidders
3. Pre-bid conference
4. Assist the City in conducting a bid opening
5. Review bids, issue Certified Bid Tabulation and Recommendation of Award
6. Review insurance and bonds
7. Assist in execution of the contract
8. Assemble executed project manuals

J. Construction Administration- TASK 10

1. Assist the City in conducting a Pre-Construction Conference
2. Issue Notice to Proceed
3. Review submittals and shop drawings
4. Perform five site visit during construction
5. Perform a final inspection
6. Perform one follow-up inspection to ensure the punch list from the final inspection has been satisfied
7. Compile as-built drawings
 - Submit Engineer's As-built Certification

1. All reports documents, figures, Technical Memorandums, and list of assets prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
2. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS 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. Ay

reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review 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.

3. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. 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 file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files 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 or incorporates into an electronic file, or other documents, plans, and specifications.

EXCLUSIONS:

Notable exclusions to the overall scope of work include, but not limited to, the following:

- Boundary survey
- Staking
- Environmental permitting other than the aforementioned
- Permit or advertising fees

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The term of this Agreement may extend beyond one year.
2. The CITY may terminate this Agreement for any reason with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination all finished unfinished documents, data, studies, surveys, drawing, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspend the PROJECT for more than ninety (90) consecutive days, the ENGINEER, may terminate this CONTRACT by giving thirty (30) days written notice.

3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of 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 discretion.
4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the term of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follow;

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in Section III. A-J of this CONTRACT shall not exceed \$64,975.00 (Sixty Four Thousand Nine Hundred Seventy Five Dollars and Zero Cents).
 - b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

B. ADDITIONAL SERVICES

- a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed \$5,000.00 (Five Thousand Dollars and no cents).

- b. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY. The CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

- c. Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$69,975.00 (Sixty Nine Thousand Nine Hundred Seventy Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

STANDARD OF PERFORMANCE:

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

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

- 1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than

\$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.
2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
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 - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

SIGN
HERE

ATTEST:

By: Risa C. Lambert
Risa C. Lambert
Its City Clerk



CDG, INC.

By: R. Daniel Wells
Print: R DANIEL WELLS

Its: CHIEF OPERATING OFFICER

Address: 11 W Court Square
Andalusia, AL 36420

Telephone: 334-222-9431

STATE OF ALABAMA

~~CITY OF MOBILE~~ COVINGTON COUNTY

I, Michelle Wilson, a Notary Public in and for said State and County, hereby
certify that R. Daniel Wells, whose name as Chief Operating Officer of
CDG 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 26th day of February 2024
Michelle Wilson
NOTARY PUBLIC

My Commission Expires: 9-23-26

EXHIBIT 1: SCOPE OF SERVICES

- **See Page 4-6**

EXHIBIT 2: PROJECT ESTIMATE

**PROJECT-MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST)
PROFESSIONAL SERVICES**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed \$69,975.00 [Sixty-Nine Thousand Nine Hundred Seventy-Five Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: District 3

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1.....	\$1,600.00
Task 2.....	\$4,150.00
Task 3.....	\$4,200.00
Task 4.....	\$13,550.00
Task 5.....	\$8,625.00
Task 6.....	\$5,750.00
Task 7.....	\$2,650.00
Task 8.....	\$2,850.00
Task 9.....	\$5,750.00
Task 10.....	\$15,850.00

<u>Base Contract Amount</u>	<u>\$ 64,975.00</u>
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Additional Services (If requested in writing by the Director of Public Services)...\$ 5,000.00

<u>Total Contract Amount including Additional Services</u>	<u>\$ 69,975.00</u>
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EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

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

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS



CDG INC.A01

CLEDFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

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

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

PRODUCER The Witherington Insurance Group PO Box 448 Troy, AL 36081	CONTACT Cherry Ledford		
	PHONE (A/C, No, Ext): (334) 566-1477 215	FAX (A/C, No): (334) 566-7986	
	E-MAIL ADDRESS: cherry.ledford@witheringtoninsurance.com		
INSURED CDG, Inc. P O Box 278 Andalusia, AL 36420	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMCASCO		21407
	INSURER B: EMC Property & Casualty Company		25186
	INSURER C: Continental Casualty Insurance Company		20443
	INSURER D: AL Self Insured WC Fund		
	INSURER E: Crum & Forster Specialty Insurance Company		44520
	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.

INER LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	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:		3D83493 25	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		3E83493 25	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ex 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 \$ 10,000		CUE6080045805	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 N	1000536	1/1/2024	1/1/2025	☒ 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
C	Professional Liability		AEH591880168	1/1/2024	1/1/2025	Ea Claim/Policy Agg \$ 5,000,000
E	Pollution Liability		CPL 114779	1/1/2024	1/1/2025	Ea Claim/Policy Agg \$ 5,000,000

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

Employer's Liability: Carrier: Midwest Employers Casualty Co. Policy #PUAL128001; policy term Jan. 1, 2024 to Jan. 1, 2025

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

CERTIFICATE HOLDER

CANCELLATION

Information	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

**EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Marcus K Pugh (affiant) who, being duly sworn says as follows:

President/CEO of CDG, 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 _____ for _____ 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 CDG, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1215852


CEO of CDG, Inc.

Sworn to and subscribed before me this the 7th day of February 2024

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

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: CDG, Inc. Certified DBE: YES **NO** Contract Start Date: March, 2024

DESCRIPTION: Professional Services - Elevating Fuel Tank at 770 Gayle Street Estimated Completion Date: March, 2025

This report is for the month of: JAN APR JULY OCT
(CHECK ONE): FEB MAY AUG NOV
MARCH JUNE SEPT DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$ 69,975.00	\$ NA	\$ \$69,975.00	\$ 0	

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)
MBA Structural Engineers	Professional Services - Structural Engineering	\$ ~5,000	\$ 0.00	\$ 0.00	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$ ~5,000	\$ 0.00	\$ 0.00	

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: Lance A Armbruster

SIGNATURE:  Project Manager 2/15/24
(Title) (Date)

DBE Utilization Report



City of Mobile Ordinance

Sec. 14-2. - Participation by socially and economically disadvantaged contractors.

- (a) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall make every reasonable effort to require that the contractor, firm or company to which any such contract is awarded must have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
- (b) The city will hire a consultant to provide technical assistance and recommend regulations to the city to ensure every reasonable effort is made to implement this section.

(Ord. No. 65-020, §§ 1, 2, 11-6-85)



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-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.



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FORM 1: Background and Plan

Section I. Information about your company

Company	CDG, Inc.
Address	11 W Court Square Andalusia, AL 36420
Telephone	256-558-7964
E-Mail	lance.armbrester@cdge.com

RFP/RFQ Solicitation Number	
Project Description	Elevating Fuel Tank at 770 Gayle Street
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>150</u> Female <u>43</u> Minority <u>11</u> Non-minority <u>182</u> Vets <u>11</u> Total #of Employees <u>193</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lance Ambrester

Signature:  Date: 2/15/24

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: Kristy Brown Title: Human Resources Director

E-mail: Kristy.brown@cdge.com Phone: 334-222-9431



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: Archiqua.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 # _____ Your Bid/Proposal Amount \$ 69,975.00 Date: 2 / 15 / 24

Description Elevating Fuel Tank at 770 Gayle Street

Name of Bidder/Proposer: CDG, 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
MBA Structural Engineers	205-323-6385	Professional Services - Structural Engineering	~\$5,000	7.1%	Yes	
EE Group	256-413-7717	Professional Services - Electrical Engineering	~\$7,500	10.7%	No	



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: CDG, Inc.

Contact Person: Lance Armbruster Phone 256-558-7964 Email lance.armbruster@cdge.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
NA		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.
NA		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
NA		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 DEVELOPMENT
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.
NA	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.
NA	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.
NA	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

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

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

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

Suggestions or comments to improve this program. _____

About OSD

Our Office

The Office of Supplier Diversity oversees certification, compliance, training, outreach and capacity building for the City of Mobile Equal Business Opportunity Programs. Anchored by the State and Local Disadvantaged Business Certification Program, the City's Equal Business Opportunity programs are designed to identify disadvantaged business enterprises (DBE), service-disabled veteran owned, woman owned business (WBE) and small businesses (SBE) according to discrete certification standards, and then to mitigate the effects of past and present social-disadvantage and economic-disadvantage by increasing the opportunity of DBEs in the procurement of goods and services by the City of Mobile.

The Office of Supplier Diversity does not employ set-asides for DBEs or promote the hiring of DBE firms that do not perform a commercially useful function. Instead, the office supports plans that allow DBE firms to receive their fair share of procurement opportunities based on their availability, competency, capacity and willingness to work with the City of Mobile. The office promotes strategies that foster an environment where prime contractors and DBE firms can form joint ventures, teaming agreements and mentor-protégé relationships to bid and perform successfully on City contracts when needed.

The Office of Supplier Diversity exists to help DBEs overcome challenges. The programs and services provided through the Office of Supplier Diversity are a direct response by the City of Mobile to help DBE firms overcome challenges while helping to build a better Mobile.

Our Mission

The Office of Supplier Diversity is dedicated to creating and implementing programs, policies and procedures that assist minority, women, service disabled veteran and small business with gaining greater access to procurement opportunities and resources to build competitively viable and sustainable businesses in and for the City of Mobile.

Our Vision

The Office of Supplier Diversity's vision is to develop a program that will deliver and capture value through supplier diversity.

Our Values

The Office of Supplier Diversity is committed to acting honestly and ethically in all our transactions and dealings. We are committed to treating everyone with whom we encounter fairly and respectfully. We are committed to acting thoughtfully and responsibly for the City and citizens of Mobile.

Our Key Objectives

The Office of Supplier Diversity will concentrate efforts on improving its effectiveness in four key areas:

- Increase the number of available and capable certified minority, women and disadvantaged owned firms for the City of Mobile
- Increase the number and the dollar amount of procurements with City of Mobile-certified DBE firms
- Improve compliance and monitoring of DBE participation on City of Mobile contracts
- Help the City of Mobile-certified DBE firms build more competitive and sustainable businesses for the benefit of the City and citizens of the City of Mobile.

Preference Awards:

The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:

1. The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with at value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
2. State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
3. Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
4. Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
5. Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.
6. Preference for Disadvantaged Businesses- The City may award a bid to a "qualifying" responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a "qualifying" responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

Please note that the City is not allowed to use these preferences to award contracts for improvements to public property under the Public Works Law. For those contracts, the City may only award the contract to the lowest responsible bidder, and cannot show preference to local or disadvantaged businesses.

Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City.

Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama.

A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

"Place of Business":

The City considers a "place of business" to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner's employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity's "place of business," such as an individual's home or residence, or an agent's or attorney's office who may represent multiple parties out of that specific location, do not qualify as a "place of business" for these purposes.

"Owned" means 51% or greater active ownership by a person or persons of the designated preference category.

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.
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.
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.



2023 PROJECT FEE SCHEDULE CIVIL & GEOMATICS SERVICES

Mobile Fuel Facility Improvements
770 Gayle Street, Mobile, Alabama
CDG PROJ. NO: R481523001

<u>Title</u>	<u>Rate/Hour</u>
Administrative Assistant.....	\$75.00
Administrative Professional.....	\$120.00
Survey Crew Member	\$85.00
Survey Manager (PLS).....	\$195.00
Project Designer.....	\$95.00
Engineer I.....	\$135.00
Engineer II.....	\$145.00
Engineer III (PE).....	\$170.00
Engineer IV (PE)	\$210.00
Project Manager (PE).....	\$210.00
Environmental Practice Leader (PE).....	\$250.00

<u>Miscellaneous</u>	<u>Rate</u>
Mileage.....	Approved Federal Rate

Notes

1. Mileage and travel time will be charged portal to portal.
2. The provided rates are for work performed during normal business hours. Overtime charges (1.5) will apply for personnel hours worked in excess of 8 hours per day, at night and for time worked on weekends or holidays.

April 22, 2025

Mr. Joseph Smith
 Project Manager – City of Mobile
 Via e-mail only: josephb.smith@cityofmobile.org

**Re: Fuel Facility Improvements
 Update to Hourly Rates
 770 Gayle Street
 Mobile, Alabama 36604**

Dear Mr. Smith:

Three Notch Group, Inc. (formerly CDG, Inc.) understands that the City of Mobile would like to resume work on the above-referenced project. The schematic phase hourly initial estimate was below the actual time required. Additionally, since we submitted our original proposal in December 2023, our costs and hourly fees have adjusted, and we are requesting the budget be updated as shown below.

Task No.	Task Name	Original Estimate	Updated Estimate	Net	Billed to Date	Status
1	Topo & Control Survey	\$1,600.00	\$75.00	(\$1,525.00)	\$75.00	Completed
2	Elevation Certificates	\$4,150.00	\$4,150.00	\$0.00	\$0.00	Not started
3	Schematic Layouts	\$4,200.00	\$12,667.50	\$8,467.50	\$12,667.50	Completed
4	Civil Site Design	\$13,550.00	\$20,000.00	\$6,450.00	\$2,698.47	In progress
5	Electrical Design	\$8,625.00	\$9,574.00	\$949.00	\$0.00	Not started
6	Structural Design	\$5,750.00	\$6,383.00	\$633.00	\$0.00	Not started
7	Environmental Permitting	\$2,650.00	\$2,942.00	\$292.00	\$0.00	Not started
8	City Permitting	\$2,850.00	\$3,164.00	\$314.00	\$0.00	Not started
9	Procurement	\$5,750.00	\$6,383.00	\$633.00	\$0.00	Not started
10	Construction Admin	\$15,850.00	\$17,594.00	\$1,744.00	\$0.00	Not started
11	Additional Services	\$5,000.00	\$7,500.00	\$2,500.00	\$0.00	NA
	Total	\$69,975.00	\$90,432.50	\$20,457.50	\$15,440.97	

Please let me know if there are any questions.

Sincerely,

Three Notch Group



Lance Ambrester, PE
Team Leader – Civil/Site

2025 PROJECT FEE SCHEDULE CIVIL & GEOMATICS SERVICES

**Mobile Fuel Facility Improvements
770 Gayle Street, Mobile, Alabama
Three Notch Project No. R481523001**

Project Professional	\$140.80
Survey Crew Member.....	\$110.00
Project Designer	\$123.20
Engineer I	\$140.80
Engineer II.....	\$167.20
Engineer III (PE).....	\$189.20
Engineer IV (PE).....	\$211.20
Engineer V (PE).....	\$237.60
Engineer VI (PE).....	\$259.60
Project Manager (PE)	\$211.20
Team Leader (PE)	\$259.60

The Standard Hourly Rates and Reimbursable Expenses schedule are subject to an annual rate increase effective
January 1st of each year.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 20, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Attached to this memo is a Contract agreement between the City of Mobile and Hughes Companies, Inc., to administer the construction of the Langan Lake Dredging and Langan Lake Stormwater Improvement projects. The Hughes Companies, Inc. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies. The contract total is \$15,198,512.00.

This contract is funded through the subaward agreement for Grant Award #: GNSSP20AL0011 between the ADCNR and the City of Mobile for the State Expenditure Plan #16: Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 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). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Environmental Management, which was adopted by City Council on February 11, 2025. The purpose of this project is to dredge the Langan Park Lake to remove excess sedimentation to increase the capacity of the lake, support flood control, remove invasive plants and species and increase recreational, educational and cultural activities in Langan Municipal Park. It will also rehabilitate a large drainage feature that runs through a portion of the Park.

Amount of Contract:

\$15,198,512.00

Funding Source

G-12MCWAT

ATTACHMENTS:

1. Langan CoverLetter

2. Langan Dredge & Stormwater Resolution
3. CONTRACT_Langan_Lake_Hughesforexecution

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Laura Angle
Cherlina Monteiro
James Barber



May 13, 2025

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and Hughes Companies, Inc., to administer the construction of the Langan Lake Dredging and Langan Lake Stormwater Improvement projects. The Hughes Companies, Inc. team was chosen through an Alabama Department of Conservation and Natural Resources (ADCNR) approved, competitive City of Mobile bid process that is aligned with the federal procurement policies. The contract total is \$15,198,512.00.

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We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Cody Reed at 251-208-7689 or email cody.reed@cityofmobile.org.

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Name of Company: Hughes Companies, Inc.

Project Name: Langan Lake Dredging and Langan Park Stormwater Improvements
COM Project No. 2016-3005-34 & 2021-2045-01

Cost: \$15,198,512.00

Adopted:

City Clerk



PROJECT MANUAL

LANGAN LAKE DREDGING

PROJECT NO. 2016-3005-34

AND

LANGAN PARK STORMWATER IMPROVEMENTS

PROJECT No. 2021-2045-01

BID DATE – <<April 09, 2025>>

Project Name: LANGAN LAKE DREDGING (2016-3005-34) & LANGAN LAKE STORMWATER IMPROVEMENTS (2021-2045-01)



Bid Opening Date: _____

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial Required Item

- ☒ (1) Attendance at Pre-Bid Meeting
- ☒ (2) Correct project name and information on sealed envelope (see pg. 6)
- ☒ (3) Proof of required State of Alabama Contractor's License (see pg. 6)
- ☒ (4) Entire bound bid contract as received from consultant engineer (see pg. 4)
- ☒ (5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
- ☒ (6) Bid Bond or Check for 5% of amount bid (max \$10,000) (see pg. 5, 31)
- ☒ (7) DBE Subcontracting and Major Supplier Plan (form - pgs. 74-78)
- ☒ (8) E-Verify Affidavit (Form – pg. 79)
- ☒ (9) UEI Documentation and SAM.gov Verification (see pg. 5, 11; form – pg. 317)
- ☒ (10) FFATA Disclosure Statement (form – pg. 318)
- ☒ (11) Accounting of Sales Tax form (pg. 322)
- ☒ (12) Proposal Form (pgs. 13-30)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: _____

Job Title: _____



CITY OF MOBILE
Langan Lake Dredging (2016-3005-34)
Langan Park Stormwater Improvements (2021-2045-01)

ADDENDUM #1

This addendum includes responses to contractor questions, the pre-bid agenda and the Geotechnical memo and report (attachment "A"). This addendum consists of a total of 64 pages, including the cover page.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal on April 9, 2025.

Acknowledgment: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

HUGHES COMPANIES, INC.

Company


Authorized Signature

4/9/2025

Date

STATE OF ALABAMA

BID LIMIT: U
UNLIMITED
AMOUNT:

LICENSE NO.: 28168
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES COMPANIES INC

MOBILE, AL 36612

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, M-S: FIRE PROTECTION SYSTEMS, M-S: PLUMBING, MU-S: WASTE WATER UTILITIES PROJECTS, MU: MUNICIPAL AND UTILITY

until August 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

209898

28th day of August, 2024

Michael B. Tate

SECRETARY-TREASURER

Charles W. Tate

CHAIRMAN



Company ID Number: 438133

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes Companies, Inc.
Company Facility Address	3425 Anton St Mobile, AL 36612
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	721398086
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



< Entity Information

Check Entity Status

This tool allows you to check the status of your entity.

☐ Search by Unique Entity ID/CAGE ☐ Search entities pending Unique Entity ID assignment

Non-federal users: You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

X

Reset

Search

More About the Entity Status Tracker

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help

Entity Information

HUGHES COMPANIES, INC Active Registration

Unique Entity ID
HEBMPMPT1YRA4

Your registration was activated on 2024-09-04. It expires on 2025-09-02, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

	Validate Entity ID Completed		Get Unique Entity ID Completed		Core Data Completed		Assertions Completed		Reps & Certs Completed		POCs Completed		Submit Completed		Processing Completed		Active Completed
--	---------------------------------	--	-----------------------------------	--	------------------------	--	-------------------------	--	---------------------------	--	-------------------	--	---------------------	--	-------------------------	--	---------------------

More About the Entity Status Tracker



Subaward Reporting is live on SAM.gov Show Details
Mar 9, 2025

Scheduled SAM Maintenance Show Details
Mar 18, 2025

See All Alerts



Home Search Data Bank Data Services Help

☒ Requests ☐ Notifications ☐ Workspace ☐ Sign Out

Core Data

Actions

Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

STREAM, LAKE AND WETLAND SOLUTIONS, LLC

Unique Entity ID
TWFZH418V8Z2 CAGE/NCAGE
8LUE1

Physical Address

16 S Broadway Unit 16B
Louisburg, Kansas
64734, United States

Mailing Address

PO Box 1286
Louisburg, Kansas
66053, United States

Purpose of Registration
All Awards

Version

Current Record

Entity Information

Active Registration

Expiration Date
Feb 17, 2026

BUSINESS INFORMATION

Doing Business As

IDREDGE.COM

URL

www.idredge.com

Division Name

Stream Lake And Wetland Solutions

Division Number

Stream Lak

Congressional District

Kansas 03

State/Country of Incorporation

Kansas, United States

Registration Dates

Activation Date

Feb 19, 2025

Initial Registration Date

Apr 24, 2020

Submission Date

Feb 17, 2025

Owner

CAGE

Legal Business Name

Immediate Owner

(blank)

(blank)

Highest Level Owner

(blank)

(blank)

Entity Dates

Entity Start Date

Jan 26, 2007

Fiscal Year End Close Date

Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

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The Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, is made a part of this Project Manual by reference.

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, <<April 09, 2025>> and then publicly opened and read in the Multipurpose Room, Atrium, 1st Floor, for constructing:

Project No.: 2016-3005-34 and 2021-2045-01
Project: Langan Lake Dredging and Langan Park Stormwater Improvements
Project Description: Lake Dredging and Restoration

Copies of the bidding documents may be obtained from McCrory & Williams, Inc. (3207 International Drive, Suite G, Mobile AL 36606; 251-476-4720), upon payment of \$150, for each printed set. Said cost represents the costs of printing, reproduction, handling and distribution, therefore no refund will be granted. Checks will be made payable to McCrory & Williams, Inc. No bid packages will be issued to contractors later than twenty-four (24) hours after the pre-bid conference.

A Mandatory Pre-Bid Conference for Contractors will be held in the Multipurpose Room, Atrium, Government Plaza, 205 Government Street, Mobile, Alabama, on <<Wednesday, March 26, 2025 at 2:30pm>> 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, unless all papers attached hereto are returned with the bid and the Proposal sheet attached (i.e. entire contract document).

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council ("RESTORE Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U.S. C. 132l(t) ~t seq., the U.S. Department of the Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart F, all applicable terms and conditions in 2 C. F. R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any Contractor awarded a contract under this Invitation

for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the RESTORE Council.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of 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).

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language. See Attachment C in bid documents.

The Contractor and his subconsultants will each be required to furnish their individual Unique Entity Identifier or UEI number and submit proof of active sam.gov registration with their proposal. Proof of pending UEI registration application to sam.gov will be accepted. Failure to furnish this information will result in a non-responsive bid. See forms in Attachment K in bid documents.

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 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 General Liability 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 (specifically Geosyntec Consultants, Inc., McCrory & Williams, Inc.) 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 for work costing in excess of \$50,000 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. Bidders' license must include one of the following: (MU) Municipal & Utility, (H/RR) Heavy / Railroad, or Specialty Construction (H/RR-S) –Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders shall indicate State License Number on outside of bid envelope. All Bids of \$50,000 or more must be accompanied by a copy of the bidder's Alabama General Contractor's License.

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.

As listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1.06, in cases of joint venture, all parties to the joint venture must be licensed at the time the bid is submitted and each must have the proper classification for the project. Bid limits can be added together.

Bids must be sealed and have the following on the outside of the envelope: the bid date, the project name and number, bidder name, bidder address and state license number issued by the State of Alabama board of general contractors. 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 **Langan Lake Dredging Project** City Of Mobile Project No. **2016-3005-34** and **Langan Park Stormwater Improvements** City Of Mobile Project No. **2021-2045-01** in the City Of Mobile, Alabama".

Bid Schedule – Subject to Change with notice on www.cityofmobile.org/bids

Advertisement:	Wed. 03/05/25 – Wed 03/19/25
Pre-Bid Meeting-:	Wednesday 03/26/25 at 2:30pm, Multipurpose Room, Government Plaza Atrium
Pre-Bid Questions Due:	Monday 03/31/25 at 5:00pm
Bid Opening:	Wednesday 04/09/25 at 2:30pm, Multipurpose Room, Government Plaza Atrium

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished 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. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

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. Bid bond shall remain valid for 90 days after bid opening.

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 **Langan Lake Dredging**, City of Mobile Project No. **2016-3005-34** and **Langan Park Stormwater Improvements**, City of Mobile Project No. **2021-2045-01**, 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 project is funded in whole or in part by RESTORE Act Funding and any contract awarded will be subject to all applicable federal statutes, regulations, executive orders, OMB circulars, the 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.

The Contract will be awarded to the lowest responsive and 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:

Bidders for work costing in excess of \$50,000 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. Bidders' license must include one of the following: (MU) Municipal & Utility, (H/RR) Heavy / Railroad, or Specialty Construction (H/RR-S) –Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders shall indicate State License Number on outside of bid envelope. Contractors and subcontractors must also register with SAM.gov.

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 or one substantially identical thereto, 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.

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING

- A. **MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE(MBE/WBE) REQUIREMENTS:** Documentation of compliance with the MBE/WBE requirements is a matter of Contractor responsibility. When subcontracting, the Contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the Contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.
- B. **DAVIS BACON AND RELATED ACTS:** The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime Contractor, all subcontractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 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"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 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") also applies to all work performed.
- Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.
- See Attachment I of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.
- C. **DEBARMENT AND SUSPENSION:** All Bidders must obtain a SAM registration and Unique Entity Identifier (UBI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (*Provision (HJ, 2 CFR 200 Appendix II)*).

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/9/2025

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, Specifications, Project Manual, and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project Name: Langan Lake Dredging and Langan Park Stormwater Improvement Projects

Project No: 2016-3005-34 (Dredging) and 2021-2045-01 (Stormwater)

Project Description: Langan Lake Dredging and Langan Park Stormwater Improvement Project

Major work items included: Dredging, Dewatering, Disposal of Sediment, and Stormwater Improvements, and Restoration

The Bidder further agrees to construct the improvements in accordance with the schedule indicated below:
Langan Lake Dredging and Langan Park Stormwater Improvements:

- 365 Calendar days for the Base Bid (both projects running concurrently)

It is City's intent to award both the Langan Lake Dredging and the Langan Park Stormwater Improvement projects to a single bidder, with both projects being constructed concurrently and both projects (base bids) completed within a common 365 calendar day duration. Additional construction days are identified for each Additive Bid item associated with the Langan Lake Dredging, should the City have sufficient funding to award a portion or all of the Additive Bid items.

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 projects.

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.

BASIS OF AWARD SHALL BE AS FOLLOWS:

The OWNER shall award the Contract to the lowest responsible and responsive BIDDER based on:

The TOTAL BASE BIDS for the Langan Lake Dredging and the Langan Lake Stormwater Improvements, PLUS

Any combination of Deduct Bid Item 1, Additive Bid Item 1, Additive Bid Item 2, Additive Bid Item 3 and Additive Bid Item 4.

Proposals in which the Unit Prices bid are obviously unbalanced may be rejected in accordance with the specifications.

The OWNER reserves the right to reject any and all bids at their sole discretion.

Langan Lake Dredging Project No. 2016-3005-34

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	TRAFFIC CONTROL	1	LS	\$ 14,580.00	Fourteen Thousand Five Hundred Eighty Dollars and Zero Cent	\$14,580.00
2	CLEARING AND GRUBBING	1	LS	\$ 252,120.00	Two Hundred Fifty Two Thousand One Hundred Twenty Dollars and Zero Cent	\$252,120.00
3	MUCK EXCAVATION (OFFSITE DISPOSAL)	105,000	CY	\$ 61.12	Sixty One Dollars and ^{TWELVE} Eleven Cents	\$6,417,100.00 \$6,417,600.00
4	MUCK EXCAVATION FOR BENEFICIAL USE	20,000	CY	\$ 40.91	Forty Dollars and ⁹¹ 90 Cents	\$818,100.00 \$818,200.00
5	MOBILIZATION	1	LS	\$ 960,840.00	Nine Hundred Sixty Thousand Eight Hundred Forty Dollars and Zero Cent	\$960,840.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
6	DEMOLITION (INCLUDING CONCRETE CHANNEL, PEDESTRIAN TRAILS, BRIDGES, ETC.)	1	LS	\$ 66,120.00	Sixty Six Thousand One Hundred Twenty Dollars and Zero Cent	\$66,120.00
7	UTILITY COORDINATION	1	LS	\$ 10,560.00	Ten Thousand Five Hundred Sixty Dollars and Zero Cent	\$10,560.00
8	SURVEY CONTROL	1	LS	\$ 75,480.00	Seventy Five Thousand Four Hundred Eighty Dollars and Zero Cent	\$75,480.00
9	EXCAVATION AND ONSITE STOCKPILING OF TOPSOIL (BENEFICIAL USE AREA)	2,500	CY	\$ 13.32	Thirteen Dollars and Thirty Two Cents	\$33,300.00
10	GRADING COMPLETE (BENEFICIAL USE AREA, INCLUDING SUBGRADE PREPARATION AND BERMS)	1	LS	\$ 155,340.00	One Hundred Fifty Five Thousand Three Hundred Forty Dollars and Zero Cent	\$155,340.00
11	8-INCH PERFORATED HDPE UNDERDRAINS (BENEFICIAL USE AREA- INCL. TRENCHING, GEOTEXTILE, NO. 57 STONE, AND WALL PENTRATIONS) OR EQUAL	1,200	LF	\$ 52.68	Fifty Two Dollars and Sixty Eight Cents	\$63,216.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
12	40-MIL HOPE LINER (BENEFICIAL USE AREA)	18,500	SY	\$ 12.50	Twelve Dollars and Fifty Cents	\$231,324.00
13	NO. 57 STONE (BENEFICIAL USE AREA)	3,100	CY	\$ 65.25	Sixty Five Dollars and Twenty Five Cents	\$202,275.00
14	TEMPORARY (PORTABLE) CHAIN LINK FENCING WITH GATES	3,400	LF	\$ 30.24	Thirty Dollars and Twenty Four Cents	\$102,816.00
15	SEEDING (PERMANENT)	2	AC	\$ 1,161.00	One Thousand One Hundred Sixty One Dollars and Zero Cent	\$2,322.00
16	MOWING	2	AC	\$ 360.00	Three Hundred Sixty Dollars and Zero Cent	\$720.00
17	SOLID SODDING	10	SY	\$ 15.00	Fifteen Dollars and Zero Cent	\$150.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
18	EROSION CONTROL PRODUCT, TYPE 51	200	SY	\$ 10.05	Ten Dollars and Five Cents	\$2,010.00
19	PLANT TOPSOIL	100	CY	\$ 36.00	Thirty Six Dollars and Zero Cent	\$3,600.00
20	SHRUBS (Aquilegia Canadensis) 3" POT	20	EA	\$ 136.80	One Hundred Thirty Six Dollars and Eighty Cents	\$2,736.00
21	TREES (Quercus virginiana) 3" DBH	10	EA	\$ 136.80	One Hundred Thirty Six Dollars and Eighty Cents	\$1,368.00
22	TEMPORARY SEEDING AND MULCHING	10	AC	\$ 1,692.00	One Thousand Six Hundred Ninety Two Dollars and Zero Cent	\$16,920.00
23	TEMPORARY PIPE (24" CMP)	40	LF	\$ 122.70	One Hundred Twenty Two Dollars and Seventy Cents	\$4,908.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
24	TEMPORARY PIPE END TREATMENT (24" CMP)	2	EA	\$ 4,344.00	Four Thousand Three Hundred Forty Four Dollars and Zero Cent	\$8,688.00
25	POLYETHYLENE	200	SY	\$ 2.76	Two Dollars and Seventy Six Cents	\$552.00
26	HAY BALES	50	BALE	\$ 14.10	Fourteen Dollars and Ten Cents	\$705.00
27	SAND BAGS	50	EA	\$ 9.00	Nine Dollars and Zero Cent	\$450.00
28	FLOW BAFFLE	20	LF	\$ 186.60	One Hundred Eighty Six Dollars and Sixty Cents	\$3,732.00
29	TEMPORARY RIPRAP, CLASS 1	50	TON	\$ 91.80	Ninety One Dollars and Eighty Cents	\$4,590.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
30	TEMPORARY RIPRAP, CLASS 2	100	TON	\$ 97.80	Ninety Seven Dollars and Eighty Cents	\$9,780.00
31	TEMPORARY RIPRAP, CLASS 3	50	TON	\$ 97.80	Ninety Seven Dollars and Eighty Cents	\$4,890.00
32	SILT FENCE (AND REMOVAL)	1,600	LF	\$ 8.46	Eight Dollars and Forty Six Cents	\$13,536.00
33	DRAINAGE SUMP EXCAVATION	120	CY	\$ 30.60	Thirty Dollars and Sixty Cents	\$3,672.00
34	FLOATING BASIN BOOM (TYPE 2)	100	LF	\$ 27.36	Twenty Seven Dollars and Thirty Six Cents	\$2,736.00
35	TEMPORARY STONE NO. 4	100	CY	\$ 94.50	Ninety Four Dollars and Fifty Cents	\$9,450.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
36	INLET PROTECTION, STAGE 3 OR 4	10	EA	\$ 740.40	Seven Hundred Forty Dollars and Forty Cents	\$7,404.00
37	WATTLE	50	LF	\$ 7.50	Seven Dollars and Fifty Cents	\$375.00
38	SILT DIKE	50	LF	\$ 90.60	Ninety Dollars and Sixty Cents	\$4,530.00
39	TEMPORARY EARTH BERM	400	LF	\$ 73.20	Seventy Three Dollars and Twenty Cents	\$29,280.00
40	GEOTUBE FILTRATION FABRIC (GFF)	18,500	SY	\$ 0.00	No Dollars and Zero Cent	
41	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$ 5,472.00	Five Thousand Four Hundred Seventy Two Dollars and Zero Cent	\$10,944.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
42	SEDIMENT DEWATERING (INCLUDING PUMPS, FLOCCULANTS, DISCHARGE HOSE AND TREATMENT)	1	LS	\$ 54,150.00	Fifty Four Thousand One Hundred Fifty Dollars and Zero Cent	\$54,150.00
43	BARRICADES, TYPE III	2	EA	\$ 834.00	Eight Hundred Thirty Four Dollars and Zero Cent	\$1,668.00
99	WORK OF SIMILAR NATURE ONE HUNDREDUTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	1	LS	\$ 100,000.00	One Hundred Thousand Dollars and Zero Cent	\$100,000.00
IDENTIFY THIS TOTAL ON LAST PAGE						Base Bid Total \$9,709,177.00 + 460.00 #9,709,637.00

DEDUCT BID ITEM 1 - DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES) FOR OFFSITE DISPOSAL (ORIGINAL CONTRACT TIME 365 DAYS)

D3	MUCK EXCAVATION (OFFSITE DISPOSAL) UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	105,000	CY	\$ 0.00	No Dollars and Zero Cent	
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**ADDITIVE BID ITEM 1 - SMALL PORTION OF THE UPPER LAKE AT THE INFLUENCE OF
TWELVE MILE (ADDITIONAL CONTRACT TIME 30 DAYS)**

Note 1

A1	MUCK EXCAVATION OFFSITE DISPOSAL	2,500	CY	\$ 120.00	One Hundred Twenty Dollars and Zero Cent	\$360,010.00 300,000.00
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BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
DA1	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	2,500	CY	\$ 0.00	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 2 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE LOWER
LAKE (ADDITIONAL CONTRACT TIME 90 DAYS)**

Note 1

A2	MUCK EXCAVATION OFFSITE DISPOSAL	60,000	CY	\$ 39.00	Thirty Nine Dollars and Zero Cent	\$2,340,000.00
DA2	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	60,000	CY	\$ 0.00	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 3 - AN ADDITIONAL AVERAGE DEPTH OF 3 FT FROM UPPER LAKE
(ADDITIONAL CONTRACT TIME 45 DAYS)**

Note 1

A3	MUCK EXCAVATION OFFSITE DISPOSAL	40,000	CY	\$ 48.30	Forty Eight Dollars and Thirty Cents	\$1,932,000.00
DA3	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	40,000	CY	\$ 0.00	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 4 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE UPPER LAKE
(ADDITIONAL CONTRACT TIME 30 DAYS)**

Note 1

A4	MUCK EXCAVATION OFFSITE DISPOSAL	25,000	CY	\$ 48.30	Forty Eight Dollars and Thirty Cents	\$1,207,500.00
DA4	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	25,000	CY	\$ 0.00	No Dollars and Zero Cent	

NOTE 1: DEDUCT BID ITEM CONTRACT PRICE FOR D3, DA1, DA2, DA3, AND DA4 ACTUAL BID AMOUNT FOR UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES), NOT A DEDUCTION FROM THE GEOTUBE OPTION.

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
DA1	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	2,500	CY	\$ -	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 2 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE LOWER
LAKE (ADDITIONAL CONTRACT TIME 90 DAYS)**

Note 1

A2	MUCK EXCAVATION OFFSITE DISPOSAL	60,000	CY	\$ 39.00	Thirty Nine Dollars and Zero Cent	\$2,340,000.00
DA2	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	60,000	CY	\$ -	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 3 - AN ADDITIONAL AVERAGE DEPTH OF 3 FT FROM UPPER LAKE
(ADDITIONAL CONTRACT TIME 45 DAYS)**

Note 1

A3	MUCK EXCAVATION OFFSITE DISPOSAL	40,000	CY	\$ 48.30	Forty Eight Dollars and Thirty Cents	\$1,932,000.00
DA3	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	40,000	CY	\$ 0.00	No Dollars and Zero Cent	

**ADDITIVE BID ITEM 4 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE UPPER LAKE
(ADDITIONAL CONTRACT TIME 30 DAYS)**

Note 1

A4	MUCK EXCAVATION OFFSITE DISPOSAL	25,000	CY	\$ 48.30	Forty Eight Dollars and Thirty Cents	\$1,207,500.00
DA4	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	25,000	CY	\$ 0.00	No Dollars and Zero Cent	

NOTE 1: DEDUCT BID ITEM CONTRACT PRICE FOR D3, DA1, DA2, DA3, AND DA4 ACTUAL BID AMOUNT FOR UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES), NOT A DEDUCTION FROM THE GEOTUBE OPTION.

Langan Park Stormwater Improvements Project No. 2021-2024-01

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
1	MOBILIZATION	1	LS	\$ 69,360.00	Sixty Nine Thousand Three Hundred Sixty Dollars and Zero Cent	\$69,360.00
2	TEMPORARY (PORTABLE) CHAIN LINK FENCING - MAINTENANCE AND REMOVAL ONLY	1	LS	\$ 7,680.00	Seven Thousand Six Hundred Eighty Dollars and Zero Cent	\$7,680.00
3	SURVEY CONTROL	1	LS	\$ 26,616.00	Twenty Six Thousand Six Hundred Sixteen Dollars and Zero Cent	\$26,616.00
4	STORMWATER MANAGEMENT (INCL. PUMPING, BYPASS CHANNELS/PIPING,DIV ERSION STRUCTURES, ETC.)	1	LS	\$ 39,720.00	Thirty Nine Thousand Seven Hundred Twenty Dollars and Zero Cent	\$39,720.00
5	SITE CONTROLS (INCL. SIGNAGE, MAINTENANCE OF TRAFFIC, OVERALL SITE AND CONSTRUCTION AREA MAINTENANCE, ETC.)	1	LS	\$ 23,040.00	Twenty Three Thousand Forty Dollars and Zero Cent	\$23,040.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
6	BOULDER STEP NO. 1 - COMPLETE (INCL. 40 - 2'X2'X2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIRRAP, AND NO. 57 STONE)	1	LS	\$ 12,607.20	Twelve Thousand Six Hundred Seven Dollars and Twenty Cents	\$12,607.20
7	BOULDER STEP NO. 2 - COMPLETE (INCL. 40 - 2'X2'X2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIRRAP, AND NO. 57 STONE)	1	LS	\$ 12,607.20	Twelve Thousand Six Hundred Seven Dollars and Twenty Cents	\$12,607.20
8	BOULDER STEP NO. 3 - COMPLETE (INCL. 40 - 2'X2'X2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIRRAP, AND NO. 57 STONE)	1	LS	\$ 13,417.44	Thirteen Thousand Four Hundred Seventeen Dollars and Forty Four Cents	\$13,417.44
9	BOULDER STEP NO. 4 - COMPLETE (INCL. 72 - 2'X2'X2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIRRAP, AND NO. 57 STONE)	1	LS	\$ 23,251.20	Twenty Three Thousand Two Hundred Fifty One Dollars and Twenty Cents	\$23,251.20
10	BIOENGINEERED BANK WRAP (INCL. CLASS 2 RIPRAP, COIR FABRIC, SOILS, WOOD STAKES, AND ANCHORING)	1,700	LF	\$ 58.00	Fifty Eight Dollars and Zero Cent	98,600.00 99,803.40

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
11	STREAMBED RIFFLE MATERIAL - 2.5' THICK (50%/50% MIX OF CLASS 2 AND CLASS 3 RIP RAP, USING NO. 4 STONE, AND NO. 57 STONE TO FILL VOIDS)	475	CY	\$ 165.00	One Hundred Sixty Five Dollars and Zero Cent	\$78,375.00
12	NATIVE RIPARIAN SEED	1.5	AC	\$ 1,348.80	One Thousand Three Hundred Forty Eight Dollars and Eighty Cents	\$2,023.20
13	LIVE OAK TREES (5-GAL.) INCL. STAKING, MULCHING, WATERING, FERTILIZING	20	EA	\$ 267.00	Two Hundred Sixty Seven Dollars and Zero Cent	\$5,340.00
14	SOUTHERN MAGNOLIA TREES (5-GAL.) INCL. STAKING, MULCHING, WATERING, FERTILIZING	20	EA	\$ 271.50	Two Hundred Seventy One Dollars and Fifty Cents	\$5,430.00
15	FINAL GRADING - COMPLETE (INCLUDING GEOTUBE DISPOSAL, TOPSOIL, SITE STABILIZATION AND CLEAN UP)	1	LS	\$ 52,188.00	Fifty Two Thousand One Hundred Eighty Eight Dollars and Zero Cent	\$52,188.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
16	PREFABRICATED PEDESTRIAN BRIDGES (60-FEET LONG EACH), INCLUDING CONCRETE ABUTMENTS	2	EA	\$ 121,646.28	One Hundred Twenty One Thousand Six Hundred Forty Six Dollars and Twenty Eight Cents	\$243,292.56
17	CONCRETE SIDEWALK (4" THICK)	500	SY	\$ 50.52	Fifty Dollars and Fifty Two Cents	\$25,260.00
18	SILT FENCING - MAINTENANCE, REPLACEMENT, AND REMOVAL ONLY (APPROX. 1,500 LF)	1	LS	\$ 9,680.00	Nine Thousand Six Hundred Eighty Dollars and Zero Cent	\$9,680.00
19	STABILIZED CONSTRUCTION ENTRANCE - MAINTENANCE AND REMOVAL ONLY	1	LS	\$ 5,958.00	Five Thousand Nine Hundred Fifty Eight Dollars and Zero Cent	\$5,958.00
20	ROLLED EROSION CONTROL PRODUCT (RECP)	4,725	SY	\$ 5.52	Five Dollars and Fifty Two Cents	\$26,082.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
21	ROCK CHECK DAMS	4	EA	\$ 981.60	Nine Hundred Eighty One Dollars and Sixty Cents	\$3,926.40
22	TEMPORARY SEEDING AND MULCHING	3	AC	\$ 1,708.80	One Thousand Seven Hundred Eight Dollars and Eighty Cents	\$5,126.40
23	PERMANENT SEEDING	4	AC	\$ 1,461.60	One Thousand Four Hundred Sixty One Dollars and Sixty Cents	\$5,846.40
24	FLOATING BASIN BOOM (TYPE 2)	50	LF	\$ 36.60	Thirty Six Dollars and Sixty Cents	\$1,830.00
99	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	1	LS	\$ 100,000.00	One Hundred Thousand Dollars and Zero Cent	\$100,000.00
A1	TENNESSEE FIELDSTONE BOULDERS (2'X2'X2')	10	EA	\$ 348.00	Three Hundred Forty Eight Dollars and Zero Cent	\$3,480.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
A2	CLASS 1 RIPRAP	50	CY	\$ 96.60	Ninety Six Dollars and Sixty Cents	\$4,830.00
A3	CLASS 2 RIPRAP	50	CY	\$ 100.20	One Hundred Dollars and Twenty Cents	\$5,010.00
A4	CLASS 3 RIPRAP	50	CY	\$ 102.60	One Hundred Two Dollars and Sixty Cents	\$5,130.00
A5	NON-WOVEN GEOTEXTILE FABRIC	50	SY	\$ 4.92	Four Dollars and Ninety Two Cents	\$246.00
A6	COIR MATTING (NORTH AMERICAN GREEN BIONET C700BN)	50	SY	\$ 5.76	Five Dollars and Seventy Six Cents	\$288.00

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
A7	SOD (BAHIA)	50	SY	\$ 14.16	Fourteen Dollars and Sixteen Cents	\$708.00
IDENTIFY THIS TOTAL ON LAST PAGE Base Bid Total \$916,952.40						

Clarifications in The Proposal

1. The unit price shall be written in word that identifies the dollars and cents
2. The bid items 11,12, and 13 are associated with dewatering of the dredge material. There are various materials of pipe, stone liner and etc. that are identified. The contractor can substitute, change or adjust these materials as approved by the engineer, as long as the intent of the description of work is accomplished.
3. Bid item 13 and 40 are both identified for use in dewater pads in the beneficial use area. Since only one of these items will be used, the Bidder can bid on either item and place a \$0.00 in the item not used.

Lake Dredging Base Bid ~~\$8,709,177.00~~ \$9,709,637.00

Park Stormwater Improvements Base Bid ~~\$916,952.40~~ ~~\$3.40~~ \$916,949.00

Total (All base bid items listed in Proposal, for Dredging and Stormwater Improvements, excluding Deduct Bid Items and Additive Bid Items) ~~\$10,626,129.40~~ \$10,626,586.00

Written in words Ten Million Six Hundred Twenty-Six Thousand ^{FIVE HUNDRED EIGHTY-SIX DOLLARS} One Hundred Twenty Nine and Forty Cents

Number of working days to complete: 365 Calendar Days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3425 Anton St., Prichard, AL 36612

HEBWPMPHYRA4

Unique Entity ID number.

By Preston W. Hughes, III

Signature of Bidder *Preston W. Hughes III*
(If a Corporation)

By *Preston W. Hughes III* Business Address 3425 Anton St.
President Prichard, AL 36612

Preston W. Hughes III Business Address 3425 Anton St.
Secretary Prichard, AL 36612

Preston W. Hughes III Business Address 3425 Anton St.
Treasurer Prichard, AL 36612

Preston W. Hughes, III
Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered: ALABAMA

ATTEST *William Albright*
Secretary

AL GEN CONTR # 28168
State License Number

Corporate Seal

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
LANGAN LAKE DREDGING													
1	1	LS	TRAFFIC CONTROL	\$14,580.00	\$14,580.00	\$206,250.00	\$206,250.00	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00		\$0.00
2	1	LS	CLEARING AND GRUBBING	\$252,120.00	\$252,120.00	\$50,139.58	\$50,139.58	\$85,000.00	\$85,000.00	\$250,000.00	\$250,000.00		\$0.00
3	105,000	CY	MUCK EXCAVATION (OFFSITE DISPOSAL)	\$61.12	\$6,417,600.00	\$61.61	\$6,469,050.00	\$85.64	\$8,992,200.00	\$100.00	\$10,500,000.00		\$0.00
4	20,000	CY	MUCK EXCAVATION FOR BENEFICIAL USE	\$40.91	\$818,200.00	\$52.18	\$1,043,600.00	\$63.78	\$1,275,600.00	\$100.00	\$2,000,000.00		\$0.00
5	1	LS	MOBILIZATION	\$960,840.00	\$960,840.00	\$1,240,644.75	\$1,240,644.75	\$860,000.00	\$860,000.00	\$986,000.00	\$986,000.00		\$0.00
6	1	LS	DEMOLITION (INCLUDING CONCRETE CHANNEL, PEDESTRIAN TRAILS, BRIDGES, ETC.)	\$66,120.00	\$66,120.00	\$23,555.59	\$23,555.59	\$37,265.00	\$37,265.00	\$32,500.00	\$32,500.00		\$0.00
7	1	LS	UTILITY COORDINATION	\$10,560.00	\$10,560.00	\$68,750.00	\$68,750.00	\$28,893.00	\$28,893.00	\$15,000.00	\$15,000.00		\$0.00
8	1	LS	SURVEY CONTROL	\$75,480.00	\$75,480.00	\$206,250.00	\$206,250.00	\$158,500.00	\$158,500.00	\$305,000.00	\$305,000.00		\$0.00
9	2,500	CY	EXCAVATION AND ONSITE STOCKPILING OF TOPSOIL (BENEFICIAL USE AREA)	\$13.32	\$33,300.00	\$28.42	\$71,050.00	\$24.00	\$60,000.00	\$11.05	\$27,625.00		\$0.00
10	1	LS	GRADING COMPLETE (BENEFICIAL USE AREA, INCLUDING SUBGRADE PREPARATION AND BERMS)	\$155,340.00	\$155,340.00	\$600,405.34	\$600,405.34	\$127,500.00	\$127,500.00	\$143,750.00	\$143,750.00		\$0.00
11	1,200	LF	8-INCH PERFORATED HDPE UNDERDRAINS (BENEFICIAL USE AREA - INCL. TRENCHING, GEOTEXTILE, NO. 57 STONE, AND WALL PENETRATIONS) OR EQUAL	\$52.68	\$63,216.00	\$68.94	\$82,728.00	\$52.00	\$62,400.00	\$37.95	\$45,540.00		\$0.00
12	18,500	SY	40-MIL HDPE LINER (BENEFICIAL USE AREA) OR EQUAL	\$12.50	\$231,250.00	\$20.52	\$379,620.00	\$6.30	\$116,550.00	\$9.50	\$175,750.00		\$0.00
13	3,100	CY	NO. 57 STONE (BENFICIAL USE AREA) OR EQUAL	\$65.25	\$202,275.00	\$201.09	\$623,379.00	\$121.50	\$376,650.00	\$143.75	\$445,625.00		\$0.00
14	3,400	LF	TEMPORARY (PORTABLE) CHAIN LINK FENCING WITH GATES	\$30.24	\$102,816.00	\$11.00	\$37,400.00	\$10.00	\$34,000.00	\$10.00	\$34,000.00		\$0.00
15	2	AC	SEEDING (PERMANENT)	\$1,161.00	\$2,322.00	\$1,920.45	\$3,840.90	\$1,700.00	\$3,400.00	\$4,000.00	\$8,000.00		\$0.00
16	2	AC	MOWING	\$360.00	\$720.00	\$458.89	\$917.78	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00		\$0.00
17	10	SY	SOLID SODDING	\$15.00	\$150.00	\$137.50	\$1,375.00	\$17.00	\$170.00	\$20.00	\$200.00		\$0.00
18	200	SY	EROSION CONTROL PRODUCT, TYPE S1	\$10.05	\$2,010.00	\$10.49	\$2,098.00	\$7.00	\$1,400.00	\$23.00	\$4,600.00		\$0.00
19	100	CY	PLANT TOPSOIL	\$36.00	\$3,600.00	\$61.19	\$6,119.00	\$60.00	\$6,000.00	\$30.00	\$3,000.00		\$0.00
20	20	EA	SHRUBS (Aquilegia Canadensis) 3" POT	\$136.80	\$2,736.00	\$347.72	\$6,954.40	\$44.00	\$880.00	\$30.00	\$600.00		\$0.00

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
21	10	EA	TREES (Quercus virginiana) 3" DBH	\$136.80	\$1,368.00	\$347.72	\$3,477.20	\$2,260.00	\$22,600.00	\$75.00	\$750.00		\$0.00
22	10	AC	TEMPORARY SEEDING AND MULCHING	\$1,692.00	\$16,920.00	\$3,588.10	\$35,881.00	\$2,400.00	\$24,000.00	\$2,000.00	\$20,000.00		\$0.00
23	40	LF	TEMPORARY PIPE (24" CMP)	\$122.70	\$4,908.00	\$141.85	\$5,674.00	\$68.00	\$2,720.00	\$60.00	\$2,400.00		\$0.00
24	2	EA	TEMPORARY PIPE END TREATMENT (24" CMP)	\$4,344.00	\$8,688.00	\$3,225.71	\$6,451.42	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00		\$0.00
25	200	SY	POLYETHYLENE	\$2.76	\$552.00	\$4.22	\$844.00	\$4.00	\$800.00	\$5.00	\$1,000.00		\$0.00
26	50	BALE	HAY BALES	\$14.10	\$705.00	\$21.11	\$1,055.50	\$22.00	\$1,100.00	\$15.00	\$750.00		\$0.00
27	50	EA	SAND BAGS	\$9.00	\$450.00	\$12.91	\$645.50	\$18.00	\$900.00	\$50.00	\$2,500.00		\$0.00
28	20	LF	FLOW BAFFLE	\$186.60	\$3,732.00	\$52.57	\$1,051.40	\$120.00	\$2,400.00	\$5,000.00	\$100,000.00		\$0.00
29	50	TON	TEMPORARY RIPRAP, CLASS 1	\$91.80	\$4,590.00	\$135.86	\$6,793.00	\$125.00	\$6,250.00	\$225.00	\$11,250.00		\$0.00
30	100	TON	TEMPORARY RIPRAP, CLASS 2	\$97.80	\$9,780.00	\$136.19	\$13,619.00	\$125.00	\$12,500.00	\$225.00	\$22,500.00		\$0.00
31	50	TON	TEMPORARY RIPRAP, CLASS 3	\$97.80	\$4,890.00	\$153.86	\$7,693.00	\$125.00	\$6,250.00	\$225.00	\$11,250.00		\$0.00
32	1600	LF	SILT FENCE (AND REMOVAL)	\$8.46	\$13,536.00	\$11.06	\$17,696.00	\$7.00	\$11,200.00	\$20.00	\$32,000.00		\$0.00
33	120	CY	DRAINAGE SUMP EXCAVATION	\$30.60	\$3,672.00	\$41.66	\$4,999.20	\$40.00	\$4,800.00	\$125.00	\$15,000.00		\$0.00
34	100	LF	FLOATING BASIN BOOM (TYPE 2)	\$27.36	\$2,736.00	\$28.45	\$2,845.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00		\$0.00
35	100	CY	TEMPORARY STONE NO. 4	\$94.50	\$9,450.00	\$202.95	\$20,295.00	\$130.00	\$13,000.00	\$100.00	\$10,000.00		\$0.00
36	10	EA	INLET PROTECTION, STAGE 3 OR 4	\$740.40	\$7,404.00	\$682.85	\$6,828.50	\$850.00	\$8,500.00	\$500.00	\$5,000.00		\$0.00
37	50	LF	WATTLE	\$7.50	\$375.00	\$16.68	\$834.00	\$17.00	\$850.00	\$50.00	\$2,500.00		\$0.00
38	50	LF	SILT DIKE	\$90.60	\$4,530.00	\$81.58	\$4,079.00	\$40.00	\$2,000.00	\$50.00	\$2,500.00		\$0.00

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
39	400	LF	TEMPORARY EARTH BERM	\$73.20	\$29,280.00	\$41.68	\$16,672.00	\$80.00	\$32,000.00	\$18.00	\$7,200.00		\$0.00
40	18,500	SY	GEOTUBE FILTRATION FABRIC (GFF)	\$0.00	\$0.00	\$11.00	\$203,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
41	2	EA	STABILIZED CONSTRUCTION ENTRANCE	\$5,472.00	\$10,944.00	\$23,375.00	\$46,750.00	\$9,500.00	\$19,000.00	\$7,500.00	\$15,000.00		\$0.00
42	1	LS	SEDIMENT DEWATERING (INCLUDING PUMPS, FLOCCULANTS, DISCHARGE HOSE AND TREATMENT)	\$54,150.00	\$54,150.00	\$171,875.00	\$171,875.00	\$187,800.00	\$187,800.00	\$120,000.00	\$120,000.00		\$0.00
43	2	EA	BARRICADES, TYPE III	\$834.00	\$1,668.00	\$1,375.00	\$2,750.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00		\$0.00
99	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00		\$0.00
BASE BID					\$9,709,563.00		\$11,806,436.06		\$12,702,578.00		\$15,498,290.00		\$0.00
DEDUCT BID ITEM 1 – DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES) FOR OFFSITE DISPOSAL (ORIGINAL CONTRACT TIME 365 DAYS)													
D3	105,000	CY	MUCK EXCAVATION (OFFSITE DISPOSAL) UTILIZING DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$8,057,700.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 1 - SMALL PORTION OF THE UPPER LAKE AT THE INFLUENCE OF TWELVE MILE CREEK (ADDITIONAL CONTRACT TIME 30 DAYS)													
A1	2,500	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$120.00	\$300,000.00	\$56.68	\$141,700.00	\$85.64	\$214,100.00	\$60.00	\$150,000.00		\$0.00
DA1	2,500	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$191,850.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 2 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE LOWER LAKE (ADDITIONAL CONTRACT TIME 90 DAYS)													
A2	60,000	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$39.00	\$2,340,000.00	\$56.68	\$3,400,800.00	\$85.64	\$5,138,400.00	\$74.09	\$4,445,400.00		\$0.00
DA2	60,000	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$4,604,400.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 3 - AN AVERAGE DEPTH OF 3 FT FROM THE UPPER LAKE (ADDITIONAL CONTRACT TIME 45 DAYS)													
A3	40,000	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$48.30	\$1,932,000.00	\$72.17	\$2,886,800.00	\$85.64	\$3,425,600.00	\$80.49	\$3,219,600.00		\$0.00
DA3	40,000	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$3,069,600.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 4 - ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE UPPER LAKE (ADDITIONAL CONTRACT TIME 30 DAYS)													
A4	25,000	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$48.30	\$1,207,500.00	\$72.17	\$1,804,250.00	\$85.64	\$2,141,000.00	\$70.49	\$1,762,250.00		\$0.00
DA4	25,000	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$1,918,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Lake Dredging with Deducts and Additives				\$15,489,063.00		\$ 20,039,986.06		\$ 21,552,428.00		\$ 25,075,540.00		\$ -	

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
LANGAN PARK STORMWATER IMPROVEMENTS													
1	1	LS	MOBILIZATION	\$69,360.00	\$69,360.00	\$413,548.25	\$413,548.25	\$213,500.00	\$213,500.00	\$250,000.00	\$250,000.00		\$0.00
2	1	LS	TEMPORARY (PORTABLE) CHAIN LINK FENCING - MAINTENANCE AND REMOVAL ONLY	\$7,680.00	\$7,680.00	\$13,750.00	\$13,750.00	\$28,800.00	\$28,800.00	\$34,000.00	\$34,000.00		\$0.00
3	1	LS	SURVEY CONTROL	\$26,616.00	\$26,616.00	\$60,354.92	\$60,354.92	\$41,000.00	\$41,000.00	\$7,500.00	\$7,500.00		\$0.00
4	1	LS	STORMWATER MANAGEMENT (INCL. PUMPING, BYPASS CHANNELS/PIPING, DIVERSION STRUCTURES, ETC.)	\$39,720.00	\$39,720.00	\$102,530.60	\$102,530.60	\$41,000.00	\$41,000.00	\$25,000.00	\$25,000.00		\$0.00
5	1	LS	SITE CONTROLS (INCL. SIGNAGE, MAINTENANCE OF TRAFFIC, OVERALL SITE AND CONSTRUCTION AREA MAINTENANCE, ETC.)	\$23,040.00	\$23,040.00	\$67,375.00	\$67,375.00	\$14,500.00	\$14,500.00	\$5,000.00	\$5,000.00		\$0.00
6	1	LS	BOULDER STEP NO. 1 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	\$12,607.20	\$12,607.20	\$59,293.51	\$59,293.51	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00		\$0.00
7	1	LS	BOULDER STEP NO. 2 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	\$12,607.20	\$12,607.20	\$59,293.51	\$59,293.51	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00		\$0.00
8	1	LS	BOULDER STEP NO. 3 - COMPLETE (INCL. 40 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	\$13,417.44	\$13,417.44	\$59,293.51	\$59,293.51	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00		\$0.00
9	1	LS	BOULDER STEP NO. 4 - COMPLETE (INCL. 72 - 2'x2'x2' BOULDERS, GEOTEXTILE FABRIC, CLASS 1 AND CLASS 2 RIPRAP, AND NO. 57 STONE)	\$23,251.20	\$23,251.20	\$98,328.77	\$98,328.77	\$48,500.00	\$48,500.00	\$40,000.00	\$40,000.00		\$0.00
10	1,700	LF	BIOENGINEERED BANK WRAP (INCL. CLASS 2 RIPRAP, COIR FABRIC, SOILS, WOOD STAKES, AND ANCHORING)	\$58.00	\$98,600.00	\$112.86	\$191,862.00	\$132.00	\$224,400.00	\$67.00	\$113,900.00		\$0.00
11	475	CY	STREAMBED RIFFLE MATERIAL - 2.5' THICK (50%/50% MIX OF CLASS 2 AND CLASS 3 RIPRAP, USING NO. 4 STONE, AND NO. 57 STONE TO FILL VOIDS)	\$165.00	\$78,375.00	\$354.64	\$168,454.00	\$340.00	\$161,500.00	\$255.25	\$121,243.75		\$0.00
12	1.5	AC	NATIVE RIPARIAN SEED MIXTURE	\$1,348.80	\$2,023.20	\$4,443.53	\$6,665.30	\$2,630.00	\$3,945.00	\$1,500.00	\$2,250.00		\$0.00
13	20	EA	LIVE OAK TREES (5-GAL.), INCL. STAKING, MULCHING, WATERING, FERTILIZING	\$267.00	\$5,340.00	\$434.65	\$8,693.00	\$194.00	\$3,880.00	\$150.00	\$3,000.00		\$0.00
14	20	EA	SOUTHERN MAGNOLIA TREES (5- GAL.), INCL. STAKING, MULCHING, WATERING, FERTILIZING	\$271.50	\$5,430.00	\$434.65	\$8,693.00	\$194.00	\$3,880.00	\$150.00	\$3,000.00		\$0.00
15	1	LS	FINAL GRADING - COMPLETE (INCLUDING GEOTUBE DISPOSAL, TOPSOIL, SITE STABILIZATION AND CLEAN UP)	\$52,188.00	\$52,188.00	\$98,324.52	\$98,324.52	\$65,600.00	\$65,600.00	\$392,500.00	\$392,500.00		\$0.00

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
16	2	EA	PREFABRICATED PEDESTRIAN BRIDGES (60-FEET LONG EACH), INCLUDING CONCRETE ABUTMENTS	\$121,646.28	\$243,292.56	\$186,590.38	\$373,180.76	\$149,400.00	\$298,800.00	\$125,000.00	\$250,000.00		\$0.00
17	500	SY	CONCRETE SIDEWALK (4" THICK)	\$50.52	\$25,260.00	\$109.27	\$54,635.00	\$107.00	\$53,500.00	\$200.00	\$100,000.00		\$0.00
18	1	LS	SILT FENCING - MAINTENANCE, REPLACEMENT, AND REMOVAL ONLY (APPROX. 1,500 LF)	\$9,680.00	\$9,680.00	\$16,577.11	\$16,577.11	\$9,600.00	\$9,600.00	\$15,000.00	\$15,000.00		\$0.00
19	1	LS	STABILIZED CONSTRUCTION ENTRANCE - MAINTENANCE AND REMOVAL ONLY	\$5,958.00	\$5,958.00	\$20,583.57	\$20,583.57	\$16,200.00	\$16,200.00	\$7,500.00	\$7,500.00		\$0.00
20	4,725	SY	ROLLED EROSION CONTROL PRODUCT (RECP)	\$5.52	\$26,082.00	\$5.73	\$27,074.25	\$5.00	\$23,625.00	\$9.00	\$42,525.00		\$0.00
21	4	EA	ROCK CHECK DAMS	\$981.60	\$3,926.40	\$10,312.50	\$41,250.00	\$4,700.00	\$18,800.00	\$2,500.00	\$10,000.00		\$0.00
22	3	AC	TEMPORARY SEEDING & MULCHING	\$1,708.80	\$5,126.40	\$2,321.92	\$6,965.76	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00		\$0.00
23	4	AC	PERMANENT SEEDING	\$1,461.60	\$5,846.40	\$2,102.29	\$8,409.16	\$2,200.00	\$8,800.00	\$3,250.00	\$13,000.00		\$0.00
24	50	LF	FLOATING BASIN BOOM (TYPE 2)	\$36.60	\$1,830.00	\$45.05	\$2,252.50	\$136.00	\$6,800.00	\$30.00	\$1,500.00		\$0.00
99	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00		\$0.00
A1	10	EA	TENNESSEE FIELDSTONE BOULDERS (2' x 2' x 2')	\$348.00	\$3,480.00	\$687.50	\$6,875.00	\$621.00	\$6,210.00	\$600.00	\$6,000.00		\$0.00
A2	50	CY	CLASS 1 RIPRAP	\$96.60	\$4,830.00	\$235.18	\$11,759.00	\$200.00	\$10,000.00	\$230.00	\$11,500.00		\$0.00
A3	50	CY	CLASS 2 RIPRAP	\$100.20	\$5,010.00	\$235.18	\$11,759.00	\$200.00	\$10,000.00	\$230.00	\$11,500.00		\$0.00
A4	50	CY	CLASS 3 RIPRAP	\$102.60	\$5,130.00	\$235.18	\$11,759.00	\$220.00	\$11,000.00	\$250.00	\$12,500.00		\$0.00
A5	50	SY	NON-WOVEN GEOTEXTILE FABRIC	\$4.92	\$246.00	\$7.36	\$368.00	\$8.00	\$400.00	\$10.00	\$500.00		\$0.00
A6	50	SY	COIR MATTING (NORTH AMERICAN GREEN BIONET C700BN)	\$5.76	\$288.00	\$28.82	\$1,441.00	\$10.00	\$500.00	\$20.00	\$1,000.00		\$0.00
A7	50	SY	SOD (BAHIA)	\$14.16	\$708.00	\$8.57	\$428.50	\$11.00	\$550.00	\$12.00	\$600.00		\$0.00
SUBTOTAL					\$916,949.00		\$2,111,777.50		\$1,515,290.00		\$1,663,018.75		\$0.00
LANGAN LAKE DREDGING WITH DEDUCT & ADDITIVES PLUS STORMWATER IMPROVEMENTS					\$16,406,012.00		\$22,151,763.56		\$23,067,718.00		\$26,738,558.75		\$0.00

McCRORY & WILLIAMS, INC.
CITY OF MOBILE PROJECT

Bid Tabulation: Langan Lake Dredging 2016-3005-34 Langan Lake Stormwater Improvements 2021-2045-01				BIDDER # 1		BIDDER # 2		BIDDER # 3		BIDDER # 4		BIDDER # 5	
PROJECT NO. M5710-2193 BID OPENING: April 9, 2025				Hughes Companies, Inc		M D Thomas Construction, LLC		McElheney Construction Co., LLC		Fish Tec, Inc.		Sems, Inc NON-RESPONSIVE	
ITEM #	APPROX. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS	UNIT PRICE DOLLARS CTS	AMOUNT DOLLARS CTS
ENGINEERS RECOMMENDATION FOR AWARD													
LANGAN LAKE DREDGING BASE BID					\$9,709,563.00		\$11,806,436.06		\$12,702,578.00		\$15,498,290.00		\$0.00
ADDITIVE BID ITEM 1 - SMALL PORTION OF THE UPPER LAKE AT THE INFLUENCE OF TWELVE MILE CREEK (ADDITIONAL CONTRACT TIME 30 DAYS)													
A1	2,500	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$120.00	\$300,000.00	\$56.68	\$141,700.00	\$85.64	\$214,100.00	\$60.00	\$150,000.00		\$0.00
DA1	2,500	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$191,850.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 2 - AN ADDITIONAL AVERAGE DEPTH OF 2 FT FROM THE LOWER LAKE (ADDITIONAL CONTRACT TIME 90 DAYS)													
A2	60,000	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$39.00	\$2,340,000.00	\$56.68	\$3,400,800.00	\$85.64	\$5,138,400.00	\$74.09	\$4,445,400.00		\$0.00
DA2	60,000	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$4,604,400.00	\$0.00	\$0.00	\$0.00	\$0.00
ADDITIVE BID ITEM 3 - AN AVERAGE DEPTH OF 3 FT FROM THE UPPER LAKE (ADDITIONAL CONTRACT TIME 45 DAYS)													
A3	40,000	CY	MUCK EXCAVATION OFFSITE DISPOSAL	\$48.30	\$1,932,000.00	\$72.17	\$2,886,800.00	\$85.64	\$3,425,600.00	\$80.49	\$3,219,600.00		\$0.00
DA3	40,000	CY	DEWATERING BY OTHER APPROVED MEANS (W/O GEOTUBES)	\$0.00	\$0.00	\$0.00	\$0.00	\$76.74	\$3,069,600.00	\$0.00	\$0.00	\$0.00	\$0.00
LANGAN PARK STORMWATER IMPROVEMENTS BASE BID TOTAL					\$916,949.00		\$2,111,777.50		\$1,515,290.00		\$1,663,018.75		
LANGAN LAKE DREDGING WITH RECOMMENDED ADDITIVES A1, A2, A3 PLUS STORMWATER IMPROVEMENTS					\$15,198,512.00		\$20,347,513.56		\$22,995,968.00		\$24,976,308.75	\$0.00	\$0.00

Yellow highlight indicates a multiplication error by bidder

We hereby certify this to be a true and correct tabulation on the above name project.

W. E. Wilkerson

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes Companies, Inc.

(Name of Contractor)

3425 Anton St, Mobile, AL 36612

(Address)

as Principal, and Atlantic Specialty Insurance Company

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 **Langan Lake Dredging, City of Mobile Project No. 2016-3005-34 and Langan Park Stormwater Improvements, City of Mobile Project No. 2021-2045-01.**

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 17, 2025 (Date)

Hughes Companies, Inc.

(Contracting Firm)

Witness as to Principal By:

(SEAL)

Atlantic Specialty Insurance Company

(Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By Charles E. Carper, IV, Attorney-In-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

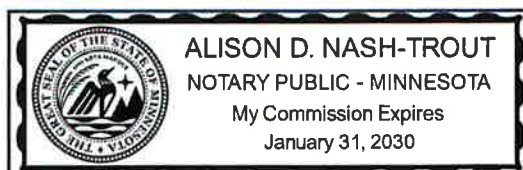


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of March, 2025



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes Companies, Inc.
_____ as Principal and Atlantic Specialty Insurance Company
_____ as Surety, are held and firmly bound unto said City of Mobile,
a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the
penal sum of Fifteen Million, One Hundred Ninety Eight, Five Hundred Twelve & 00/100s Dollars
(\$ 15,198,512.00) lawful money of the United States, for the payment of which sum and truly to
be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated
_____, 20____ (hereinafter called the Contract) for Langan Lake Dredging and Langan
Park Stormwater Improvements Contract the Specifications for said work shall be deemed a part hereof as
fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all
subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees,
incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out
of or in connection with the said Contract, then the above obligation 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
projection 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 CITY, in
which the work provided for in said Contract is to be performed or in any CITY in which said Principal or
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 the Principal and Surety or either of them (but
not later than one year after the final settlement of said Contract falls due) in which action such claim or
claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile,
Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive
and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under
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 one year after the final settlement
of said contract.

(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 _____ day of _____
20____.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ATTEST:

Twana Jackson
(Signature)

Twana Jackson (Print)

ITS: *Office Manager*

Hughes Companies, Inc.
(Corporate Name)

BY: *Preston W. Hughes, III*
(Signature)

Preston W. Hughes, III

(Print)

ITS: President
(Title)

ATTEST:

Hannah Hughes
(Signature)

Hannah Hughes (Print)

ITS: Resident Agent

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: *Charles E. Carper, IV*
(Signature)

Charles E. Carper, IV

(Print)

ITS: Attorney-In-Fact
(Title)

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

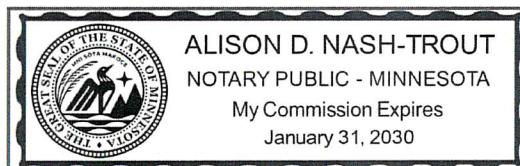
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, ____.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes Companies, Inc.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company; 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(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 Fifteen Million, One Hundred Ninety Eight, Five Hundred Twelve & 00/100s dollars (\$15,198,512.00), 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 Langan Lake Dredging and Langan Park Stormwater Improvements agreement is by reference made a part hereof.

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.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

ATTEST:

Twana Jackson
(Signature)

Twana Jackson (Print)

ITS: *Office Manager*
(Title)

Hughes Companies, Inc.
(Corporate Name)

BY: *Preston W. Hughes, III*
(Signature)

Preston W. Hughes, III
(Print)

ITS: President
(Title)

Atlantic Specialty Insurance Company
(Surety sign here)(Corporate name)

BY: *Charles E. Carper, IV*
(Signature)

Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Hannah Hughes
(Signature)

Hannah Hughes (Print)

ITS: Resident Agent
(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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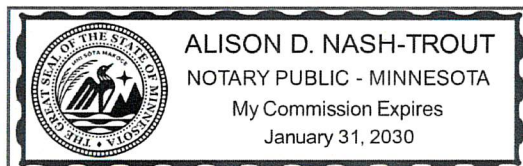
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, ____.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

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

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 professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

- c. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. P. O. Box 160927 Mobile AL 36616	CONTACT NAME: Charity Tout PHONE (A/C No. Ext): 817-349-2334 E-MAIL ADDRESS: CTout@higginbotham.net FAX (A/C No.):														
INSURED Hughes Companies, Inc. 3425 Anton Street Mobile AL 36612	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Middlesex Insurance Company</td><td>23434</td></tr><tr><td>INSURER B: Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER C: Endurance Risk Solutions Assurance Co.</td><td>43630</td></tr><tr><td>INSURER D: American Longshore Mutual Asso. Ltd</td><td>43117</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: Middlesex Insurance Company	23434	INSURER B: Bridgefield Casualty Insurance Company	10335	INSURER C: Endurance Risk Solutions Assurance Co.	43630	INSURER D: American Longshore Mutual Asso. Ltd	43117	INSURER E:		INSURER F:	
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INSURER D: American Longshore Mutual Asso. Ltd	43117														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1269987969**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			A006654200	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ MSC90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ MT Cargo			A006654200	3/15/2025	3/15/2026	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 \$ 0			EXC30033957302	3/15/2025	3/15/2026	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 ☒ N N/A			19642396 ALMA0288304	3/15/2025 2/23/2025	3/15/2026 2/23/2026	☒ PER STATUTE ☒ OTH-ER USL&H/Other St E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			A006654200	3/15/2025	3/15/2026	Limit: \$100,000 Ded: \$2,500

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 36633
USA

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Hughes Companies, Inc. 3425 Anton Street Mobile AL 36612
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

there is a written contract between the named insured and the certificate holder that requires such provision.

The Excess Liability policy is follow form.

The Workers' Compensation policy (19642396) includes other states coverage for the following states: AR, FL, GA, IL, IN, KY, LA, MS, NC, OK, SC, TN, TX, VA

The Workers' Compensation policy (ALMA0288304) includes USL&H coverage.

JOB: LANGAN LAKE DREDGING PROJECT NO. 2016-3005-34 AND LANGAN PARK STORMWATER IMPROVEMENTS PROJECT NO. 2021-2045-01

Certificate holder is complete to include: 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, 2022 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 Subarticle 108.04(e) 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. 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 fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report and RESTORE Act Subcontractor Listing Form with each invoice and with final closeout 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 one year of maintenance 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 have on the job site at all times, 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, 105 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. Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present. Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.
17. Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from the Contract.
18. Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.
19. 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 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). The Contractor shall explore ahead of construction where potential adjustments

may exist and adjust sufficiently ahead of time to avoid any delays.

20. 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).
21. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project. The Contractor shall restore existing traffic mechanisms to original condition.
22. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
23. 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).
24. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract'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, 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 or within 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 Federal MUTCD manual, Latest Edition and at no cost to the Owner.
25. Damage Caused by Construction: 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, except for the west temporary disposal parking area. Due in part to the condition of the west temporary disposal parking area's existing asphalt and planned repairs, the Contractor will not be required to replace damaged asphalt (or material six inches under asphalt) that occurs due to construction in this area.
26. It shall be the responsibility of the Contractor to provide a substantial stand of grass (of the correct species and free from other deleterious objects or species) at the time of the Final Inspection, with the exception of the temporary disposal area. 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. The temporary disposal area shall have a stand of temporary grass, unless construction is initiated by other projects. If construction has begun within the limits of disturbance by another contract, that contract shall provide grassing and shall not delay Final Inspection.

27. Contractor shall remove and dispose of all waste and unsuitable material, from the project site (except where expressly directed otherwise). 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 Subarticle 206.04 of the Standard Specifications.**

The Contractor shall submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris, measures to assure no propagation of invasive species, quantity of material, and certification of compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

Table 3. Appropriate characterization tests for chemical properties of dredged material to determine suitability for beneficial uses.

Analysis	Source
10. pH	ASA 1996: Ch 16; CSSS: 16.2.1
11. Calcium Carbonate Equivalents	ASA 1996: Ch 16; CSSS 14.2 and 44.6
12. Cation Exchange Capacity	ASA 1996: Ch 40; CSSS 19.4
13. Salinity	ASA 1996: Ch 14; CSSS: 18.2.2
14. Sodium	ASA 1996: Ch 19
15. Chloride	ASA 1996: Ch 31
16. Sodium Adsorption Ratio (SAR)	CSSS: 18.4.3
17. Electrical Conductivity	ASA 1996: Ch 14
18. Total Organic Carbon	ASTM D2974; D2974-87; ASA 1982: 29-4.2; CSSS 44.3
19. Carbon:Nitrogen Ratio	Analyses 19, 23, and 25 in this table
20. Total Kjeldahl Nitrogen	EPA-CRL-468
21. Ammonium Nitrogen	EPA-CRL-324
22. Nitrate-nitrogen	EPA-SW846-9200
23. Nitrite-nitrogen	EPA-SW846-9200
24. Total Phosphorus	EPA-CRL-435
25. Orthophosphorus	EPA-CRL-435
26. Potassium	ASA 1996: Ch 19
27. Sulfur	ASA 1996: Ch 33
28. Diethylene Triamine Pentaacetic Acid (DTPA) Metals	ASA 1982: 19-3.3; CSSS: 1.3; Lee, Folsom, and Bates 1983
29. Total Metals*	EPA-SW846-200.9; ASA 1996: Ch 18-30
30. Pesticides (chlorinated)	EPA-SW846-8080
31. Polynuclear Aromatic Hydrocarbons (PAHs)	EPA-SW846-8270
32. Polychlorinated Biphenyls (PCBs) Congeners	EPA-CRL-8081
33. Dioxins	EPA-SW846-8290 and 1630
34. Leachate Quality Test	Myers and Brannon 1988
35. Surface Runoff Quality	Skogerboe et al. 1987
Notes: *Metals = arsenic, cadmium, chromium, copper, lead, mercury, silver, nickel, and zinc. Use EPA 1986 Method 245.6 for mercury determinations.	
Methods:	
ASA = American Society of Agronomy/Soil Science Society of America (Paige et al. 1982, 1996).	
CSSS = Canadian Society of Soil Science (Carter 1993).	
ASTM = American Society for Testing and Materials (ASTM 1996).	
EPA = USEPA (1986).	
Source: Winfield and Lee (1999).	

28. 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.

29. Excavated material suitable for use as backfill, embankments, etc. shall be used on the project where indicated on the drawings and paid for under the appropriate bid item provided on the Bid Schedule.
30. Existing topsoil material suitable for use on the project shall be stockpiled and utilized.
31. **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.**
32. 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.
 - a. Project limits shall be kept clean of trash, garbage, and construction debris at all times. Contractor must provide on site trash cans and/or a dumpster for any trash and garbage generated by the construction team (e.g. bottles, cans, takeaway containers, etc.), and regularly emptied to prevent overflow. If good housekeeping practices are deemed unacceptable, the Engineer reserves the right to cease all construction activities until the site has been deemed acceptable. Contractor's monthly estimates will not be processed for payment until the Engineer deems that the entire project limits are free of trash, garbage, and construction debris.
33. The Contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
35. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features, items of interest, importance, or that may be construed as damage caused by construction using photography and/or videotapes to clearly demonstrate the feature. 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. There will be no direct payment required to fulfill this requirement.
36. 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.
37. The installation, and relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
38. Any damage to property as determined by the Engineer, shall be repaired at the Contractor's expense.
39. The contractor shall use extreme caution when working near 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 and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

41. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
42. There shall be **NO** adjustment to fuel or asphalt index for this project.
43. The Contractor shall be responsible for implementing and maintaining 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.
44. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, 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 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 always abided by during construction. Additionally, the Contractor shall implement all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
45. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment and turbidity within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
46. 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; the Construction Best Management Practices Plan; The National Pollution Elimination Discharge (NPDES) Permit.

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.
49. Working hours will be limited to standard working hours (7:00 am - 5:00 pm) and shall adhere to City Municipal Code Chapter 39 Article 4. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
50. Work personnel shall wear reflectorized vests, shirts or jackets.
51. The Contractor will prepare an estimate once each month for work completed. The Contractor will send the Engineer a copy of their estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report and subcontractor listing form with each invoice and with final closeout documents.
52. General Specifications:
 - a) The following detail Specifications, taken in conjunction with the Drawings, describe the work to be performed by the Contractor. Dredging shall be performed in accordance with standard industry practice.

- b) The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning actual dredging operations. The Contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the work, materials in disposal area and procedures to ensure compliance with the required water quality standards. All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.
 - c) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the site to be dredged and the site on which dredged materials are to be deposited; (5) the character of equipment and facilities needed preliminary to and during work performance; (6) risks and measures required to remove debris within the dredge field; and (7) that the entire project can be successfully accomplished with the units, unit prices, and quantities on the bid tabulation. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by OWNER, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to OWNER.
 - d) OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.
53. General Summary of Work includes (but is not limited to):
- a) Taking photographs and providing to the Engineer any existing conditions that could be construed as damage caused by construction.
 - b) Reviewing the provided Alabama Department of Environmental Management (ADEM) NPDES Permit, Notice of Intent (NOR) and Construction Best Management Practices Plan (CBMPP), revising as required to accommodate all means and methods that the Contractor will employ, and updating as necessary for compliance.
 - c) Transferring the NPDES Permit into the Contractor's name.
 - d) Working in accordance with ADEM NPDES, Tree Permits, USACE Permit, Grant, Utilities, ALDOT Specifications, this Contract and all authorities having jurisdiction.
 - e) Managing potential threatened and endangered species that may occur at the site.
 - f) Educating personnel and placing posters regarding threatened and endangered species.
 - g) Documenting existing conditions and features that could be construed as damage caused by construction.
 - h) Locating and protecting existing utilities.
 - i) Locating existing improvements in sufficient advance to avoid construction delays should relocation be necessary.
 - j) Permitting and adjusting overhead utilities to facilitate specific equipment.
 - k) Protecting adjacent structures, improvements, utilities, and existing conditions.
 - l) Installing project sign.
 - m) Monitoring water quality and adjusting means and methods to comply with permit.
 - n) Maintaining CBMPP and reports onsite.
 - o) Providing project reports and attending project update meetings weekly, or as approved otherwise.
 - p) Installing Protection Zone/Limits of Disturbance fencing. Adjusting Limits of Disturbance fencing so that it is not under the drip line of any tree to remain.

- q) Assuring no compacting or disturbing the area outside of the limits of disturbance.
- r) Coordinating with Urban Forester, utilities, and other authorities having jurisdiction.
- s) Marking trees to be removed, and obtaining approval from City Engineer prior to removal.
- t) Protecting buffer zones, preservation and other areas outside the limits of construction.
- u) Protecting adjacent structures, improvements, utilities, and existing conditions.
- v) Providing layout staking, grades, and other items required to construct the project.
- w) Providing traffic control as needed.
- x) Installing turbidity barriers, silt fences, and other perimeter controls.
- y) Installing erosion and sedimentation control measures.
- z) Removing trees, vegetation, and soils.
- aa) Marking, obtaining approval for removing, and removing low hanging branches.
- bb) Excavating, placing liner materials, installing geotubes, and filling.
- cc) Excavating sediment, debris, trash, vegetation, garbage, and any other items.
- dd) Placing beneficial use volume in the east disposal area.
- ee) Placing and removing dredged material in west disposal area.
- ff) Demolition and disposing of excess materials and waste.
- gg) Stockpiling and redistributing existing topsoil.
- hh) Dewatering dredged material.
- ii) Transporting soil and re-using on site and disposing of soil offsite.
- jj) Grading and constructing stream restoration features.
- kk) Establishing satisfactory grasses, trees, shrubs, and other native vegetation.
- ll) Providing erosion and sedimentation control in accordance with all regulations and a Construction Best Management Practices Plan.
- mm) Installing additional items as directed in the field by the engineer, or his representative.
- nn) Repairing damage caused by construction.
- oo) Providing record drawings and coordinating as-built survey.
- pp) Maintaining vegetation satisfactorily through the warranty period, and extensions thereto.
- qq) Maintaining site, controlling/repairing erosion, and repairing sink holes through maintenance period.
- rr) Managing invasive plant species.
- ss) Closing out permits.
- tt) Closing out project.
- uu) Completing project within pay items included in project. All work without a pay item shall be considered subsidiary of other included pay items.

54. Bid Deduction – Alternative Approved Dewatering Means (without Geotubes)
 The Proposal bid form includes optional bid deduction pay items D3, DA1, DA2, DA3, and DA4. These bid deduction pay items are established for Contractor's consideration of utilizing alternative approved means of dewatering (without geotubes) **only** for muck excavation designated for offsite disposal. The bid deduction items shall represent the Contractor's complete and final bid/contract price for utilizing other approved means of sediment dewatering (without geotubes), and should not represent cost deduction from that cost associated with utilizing the geotubes options. The bid deduction pay items shall also include all associated and necessary hoses, pumps, flocculants, and other treatment equipment and measures necessary should the Contractor utilize an approved non-geotube dewatering option.

In addition, Contractor's selecting to utilize the bid deduction options (Bid Deduction items D3, DA1, DA2, DA3, and DA4) shall submit with their bid a detailed work plan describing the proposed alternative dewatering means and methods, including addressing the following:

- a) Required additional clearing and limits of disturbance, if different from that shown on the drawings,

- b) Any additional construction access and/or traffic control plans, if different from that shown on the drawings,
 - c) A detailed explanation of the intended dewatering approach, including settling processes, water quality treatment processes, material handling means and processes, sediment and decanted water containment means and methods, and any other pertinent processes associated with the proposed bid deduction approach,
 - d) Construction equipment to be used to implement any non-geotube dewatering means,
 - e) Any overall project schedule or sequencing impacts, and
 - f) Any necessary changes required of the NPDES permit, CBMPP, or other documents included as part of the overall contract documents.
55. Dredge Disposal Area
- a) The dredge disposal areas are shown in the plans. The west parking disposal area is temporary and all material shall be removed from the site at the completion of work, unless otherwise indicated. The east permanent beneficial use area shall be filled with the amount of sediment indicated and retained on-site in its dewatered state. Dewatering geotextile bags (geotubes) shall be used, and the material shall remain in the bags until appropriately dewatered.
 - b) No excavation is allowed within the west parking temporary disposal area.
56. Dredge Area Excavation
- a) The dredge area shall be appropriately excavated as required to utilize the disposal area.
 - b) Dredge material that achieves its natural angle of repose is acceptable in lieu of the specified side slope. However, project dredge depths must be provided within the project area limits. Contractor shall remove side slope materials or provide adequate areas to allow sloughing of material while maintaining project depth.
 - c) No payment will be made for additional costs incurred by dredging below the specified depth or outside the Limits of Dredging as noted on the Drawings and in this Contract.
 - d) Dredging outside of the project area limits is prohibited. No payment will be made for additional costs incurred by dredging outside of the project limits.
 - e) Islands noted on the plans for removal shall be removed together with anything in or on the islands by the Contractor and dredged or excavated to the design elevations noted on the Drawings.
 - f) See note on drawings for dredging near bridge or existing improvements.
57. Dredging
- a) The Contractor shall provide a hydraulic or mechanical dredge and support equipment (floating plant, tenders, skiffs, launches, pipe, joints, floats and auxiliaries) as needed for the effective execution of the project. The cost of such equipment shall be included in the price bid for dredging. Contractor shall make available a safe and stable means (as approved by City Engineer or a USGS Approved Class A or I Boat appropriate for protected waters) to transport City Engineer and staff throughout the lake upon request.
 - b) At no point may the Contractor bed-level, drag, or equivalent the bottom surface to level their dredged area to meet design grades.
 - c) A summary of materials that may be encountered during dredging is summarized in the Langan Lake Geotechnical Materials Memorandum (attached separately). The City Engineer or his staff shall direct placement of any coarse-grained materials to the east beneficial use area. The Geotechnical Report is provided for information only. Any conclusions derived from this report are those of the Contractor.
 - d) Material types and distribution provided in the Drawings is meant to aide in evaluating project conditions and necessary equipment to execute the Contract, but not a guarantee. Contractor shall examine the Site to determine how best to complete their Work.
 - e) Obstructions may exist in the dredge area. These obstructions could include stones, rocks, litter, tree stumps or branches, and other debris typical of a lake located in a public park. Removal of

any obstructions encountered is considered incidental to the dredging operations, which the Contractor should plan for as no additional payment will be made for these conditions. Should an obstruction be encountered, that cannot be responsibly removed with the equipment mobilized, the Contractor shall notify the Engineer. If the Engineer determines that it cannot be removed, either i) the material around the obstruction shall be removed to grade and the obstructions left in place; or ii) a suitable change order negotiated for obstruction removal.

- f) The dredged materials shall be disposed in one of two methods. The volume indicated in the Drawings for the Permanent Onsite Disposal Area shall be dredged, dewatered and placed in this area for final placement as beneficial use material. The remaining volume shall be dredged, dewatered and temporarily stored at either the Temporary Staging, Laydown, and Material Handling Area for Offsite Disposal or the Permanent Onsite Disposal Area. Materials shall be hauled off-site following dewatering to suitable levels acceptable for final disposal by the end-placement facility.
- g) Materials shall be excavated from the project site and placed in the temporary disposal areas in a manner to ensure that the water quality requirements within Langan Lake are always met. The material must be properly contained to prevent sediment and turbidity from entering adjacent wetlands or reentering Langan Lake. Work shall immediately cease at any time the water quality falls outside acceptable limits and the Contractor shall take steps to correct. The Owner may monitor the Contractor operations for compliance with the permit condition for its own use. This does not relieve the Contractor of the responsibility to properly monitor and ensure his work complies with the permit conditions.
- h) The Contractor shall conduct daily monitoring of turbidity. Readings shall be submitted daily to the Owner for inspection by the Engineer. Turbidity in water greater than 400 feet from the dredging site and at the lake outfall (dam) shall not result in an increase of 50 Nephelometric Turbidity Units (NTU's) above the background turbidity levels. The Contractor shall cease operations should this standard be exceeded and implement measures to ensure operations do not exceed this limit as stated by ADEM as part of the Corps of Engineers permit. Contractor shall utilize whatever means necessary, in addition to those included in plans as necessary, at no additional cost.
- i) The Contractor shall mark, rope off, and perform no dredging within twenty-feet of the intake structure located in the upper portion of the lake. Contractor will be responsible for assuring the intake structure remains unclogged at no additional cost to the Owner.

58. Final Examination and Acceptance

- a) The Contractor shall certify that construction resulted in no damage of the park facilities, inflow, and outflow structures of Langan Lake. The Contractor is responsible for repairing all damages that result from project activities.
- b) Once the Contractor indicates that dredging operations are completed, the Owner shall arrange for a post-dredging survey by an independent licensed Professional Land Surveyor (PLS) qualified for Hydrography to be reviewed and accepted by the Engineer. All pre- and post-dredge surveys will be performed using HYPACK Surveying Software for collection and navigation. All soundings will be collected via an approved singlebeam (e.g., Odom CV100 operating at 208 kHz, or approved equivalent). Ranges will extend from bank to bank with continuous collection down each line and elevations will be referenced to NAVD88 vertical datum using GEOID 12B.
- c) In the event this survey demonstrates non-compliance with the minimum design elevations indicated in the Drawings and this Contract, the Contractor shall re-dredge the area to meet the established elevation and shall reimburse the Owner for all costs associated with any additional re-survey expenses.
- d) Until final acceptance of the work, any sedimentation that occurs in the Limits of Dredging is to be re-excavated by the Contractor at no cost to the Owner.
- e) The temporary Disposal areas shall be cleaned of sediment and sodded or seeded with grass where shown on the Drawings. Materials used for dewatering shall be removed and disposed by the

Contractor (except for the east beneficial use area). Temporary Disposal Areas will be visually inspected by an Owner's representative to verify they have been seeded or sodded and re-established to be suitable for public use.

59. **Coordination**
Contractor shall coordinate in advance with the Owner for commencement of dredging operations. A project schedule shall be maintained and up to date.
60. **Dredge Mobilization and Demobilization**
All costs connected with the mobilization and demobilization of all the Contractor's dredging plant and excavating equipment will be paid for at the Contract lump sum price bid for "Mobilization/Demobilization". All cost for temporary mobilization and demobilization shall be included in the lump sum price. Contractor shall indicate the geographic location from which the dredging plant and attendant equipment will be dispatched.
61. **Davis-Bacon Wage Rate Requirements**
The Contractor agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal law and regulations providing protections for construction employees: IN-7(1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
62. **Copeland "Anti-Kickback" Act**
The Contractor shall comply with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This Act provides that the Recipient, Subrecipient, Contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The Recipient or Subrecipient, as applicable, must report all suspected or reported violations to the Council.
63. **Contract Work Hours and Safety Standards Act**
The Contractor shall comply with the Contract Work Hours and Safety Standards Act which provides work hour standards for every laborer and mechanic employed by any Contractor or subcontractor in the performance of a Federal public works project. All work shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

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, (hereafter sometimes referred to as City) by its Mayor duly authorized party of the first part, and HUGHES COMPANIES, INC. (hereafter sometimes referred to as Contractor) 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: Langan Lake Dredging and Langan Park Stormwater Improvements

Project No: 2016-3005-34 and 2021-2045-01

Project Description: Dredging and Stormwater Improvements

Major work items include: Dredging, material disposal, channel restoration, and associated improvements

City of Mobile Project Numbers **2016-3005-34 and 2021-2045-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 15,198,512.00) 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, the Item VI Insurance provisions, the Item VII 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 is Geosyntec Consultants, Inc.

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 make it unusually 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 calendar 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 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 and subcontractor listing form.

NOTICE OF FINAL ACCEPTANCE:

The final five percent (5%) of the contract amount for construction costs will not be drawn from the grant by the CITY and paid to the Contractor until final approval of construction associated with that contract. The Contractor will schedule a final inspection when all construction has been completed, the Engineer has

conducted their inspection, and any deficiencies have been corrected. The CITY, the engineer, the Contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The CITY will not draw down or pay to the Contractor the final five percent of construction funds until construction funds until the Notice of Final Acceptance, fully executed by the CITY, as applicable, and the applicable engineer, is submitted to and accepted in writing by the Council Grants Office. The maintenance period shall not delay the Notice of Final Acceptance. It shall be understood this notice does not relieve the Contractor of any maintenance required.

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 of final acceptance.
- The Contractor must provide a Maintenance Agreement for one (1) year from the date of final acceptance.
- The Contractor must provide a 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.
- Cost estimate for maintenance that has been approved by the Engineer.

Upon successful completion of these documents, Notice of Final Acceptance, receipt of funds from the grant, payment of the FINAL ESTIMATE (less cost of maintenance) 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) This contract is partially funded through the subaward agreement for Grant Number S1P16-TMCR between the Alabama Department of Conservation and Natural Resources and the City of Mobile. 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).

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:

(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.

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.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(29) For Cause

“In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(29A) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days’ notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.”

NOTICE OF AWARD AND NOTICE TO PROCEED:

(30) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be made within 60 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor. The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request. Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(31) Extra Work as hereinbefore defined, when authorized and accepted will be paid for in accordance with the following:

A. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

1. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

2. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

3. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

a. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.

b. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.

c. Quantity of materials, price and extension.

d. Freight on materials.

e. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

B. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.

2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.

3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.

4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.

5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started.

6. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

GOVERNING LAW AND VENUE:

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

SIGNATURE:

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

CITY OF MOBILE

[insert legal name of contracting entity]

By: _____
William S. Stimpson, Mayor

By: _____
[insert name of authorized agent signing]

Date

Title: (Printed or Typed)

Date

ATTEST:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that [insert name of person signing], whose name as an authorized signatory for [insert name of contracting entity], is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 13th day of May, 2025.

(SEAL)

Notary Public

My Commission Expires: June 26, 2027



ITEM X
SUPPLEMENTAL SPECIFICATIONS

The Supplemental Specifications provided in this Item X apply to both the Langan Lake Dredging (Project No. 2016-3005-34) and the Langan Park Stormwater Improvements (Project No. 2021-2045-01). Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

ADDITION OF SECTION 112 – GENERAL REQUIREMENTS:

Unless otherwise directed, only those items included in the bid schedules will have a direct payment made for the Work. The cost for Work not included as a separate payment item in the bid schedules shall be included in the Contractor's unit prices for the other various elements of Work that are included within the bid schedules for the projects.

It will be the Contractor's responsibility to adequately schedule and coordinate Work on the projects with the testing laboratory for required testing, and with utility personnel for locating/resolving conflicts with existing utilities.

Any damage to existing utilities or other existing improvements shall be repaired and paid for by the Contractor at no additional expense.

Existing streets, roads, and parking areas (other than those specifically excluded) shall be maintained and kept passable throughout the duration of both projects, and shall be open during all phases of construction. The temporary dewatering area parking lot shall not be passable by the public. The Contractor shall take all necessary precautions to schedule and sequence the Work to comply with these provisions.

An ADEM NPDES Permit will have been obtained for this project by the City. The Contractor shall review the Notice of Intent (NOI) and Construction Best Management Practices Plan (CBMPP), revise as required to accommodate all means and methods that the Contractor will employ, and update as necessary for compliance. The Contractor shall then transfer the ADEM NPDES Permit into its name. The permit and other information required by the permit shall be kept on site at all times during construction.

The Contractor shall be responsible for complying with all other provisions of the ADEM NPDES permit and CBMPP, and for all inspections.

The Contractor shall be responsible for complying with the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, prepared by the Alabama Soil and Water Conservation Committee. In addition, the Contractor shall be solely responsible for any damages caused by construction, including sediment or other erodible materials being deposited onto adjacent property.

All areas disturbed by the construction of this project shall be dressed, graded and have Erosion Control BMPs installed in accordance with the CBMPP.

All excess material (except the specified beneficial use material) shall be disposed of by the Contractor at no additional cost to the Owner in compliance with all Federal, State, and Local Regulations.

No additional payment will be provided for sedimentation occurring after the post-construction survey.

The Contractor shall make inspections as deemed necessary prior to submission of bid, to determine the state of existing conditions. The City does not guarantee that existing conditions are same as those indicated on the construction drawings.

SECTION 101.01(b) SHALL BE MODIFIED AS FOLLOWS:

Engineer. A qualified consultant (thought to be McCrory & Williams Inc. (M&W)) designated by the City, acting either directly or through its authorized assistants or representatives, who is responsible for engineering supervision of construction activities. M&W shall also provide Quality Assurance services and observation services on behalf of the City. These services do not include any material testing. The terms “Owner” or “City” as they appear in the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition and these Supplemental Specifications shall mean the City of Mobile.

Section 102.02 Responsible Bidders:

A responsible bidder must be able to demonstrate the following:

1. Proof of licensing as Contractor in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama (1975) and proof of major classification (one of the following): (MU) Municipal & Utility, (H/RR) Heavy/Railroad, or Specialty Construction (H/RR-S)-Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8.
2. Proof of valid UEI number and active registration with SAM.gov for prime contractor and all listed subcontractors.
3. Prime Contractor will self-perform at least 50 percent of the work as determined by the project cost.

Before awarding a contract, the City may require any bidder to qualify as a responsible bidder by furnishing additional data and information such as:

1. Availability of equipment to successfully complete the project.
2. Identification of project manager or construction foreman with experience in similar work and qualifications of key personnel.
3. Proof of nonsignificant history of excessive judgments, claims, arbitration proceedings, or suits brought or pending against the bidder.
4. Positive track record with respect to contract management, safety records and safety practices.
5. Successful completion of at least three similar projects that;
 1. Had a budget of greater than \$3 million.
 2. Had both NPDES and USACE permits, showing successful turbidity control.
 3. Were completed on schedule and on budget, barring exigent circumstances.

RESPONSIBLE BIDDERS must possess the skill, licensure, personnel and financial ability to complete the project.

- 5) SECTION 102.06 (e) COMPUTER BIDDING SHALL BE REMOVED ENTIRELY.
- 6) SECTION 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 ensure that project superintendent is experienced in dredging work and associated work items. At the request of the Engineer in writing with concurrence of the City, 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 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.

- 7) SECTION 105.08 CONSTRUCTION STAKES, LINES, AND GRADES SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

Contractor shall provide all required construction staking.

- 8) SECTION 105.15(c) FINAL ACCEPTANCE SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a) The Contractor shall certify non-damage of the park facilities, and inflow and outflow structures of Langan Lake. The Contractor is responsible for repairing all damages that result from project activities.
- b) Once the City is directed by the Contractor that dredging operations are complete, the City shall arrange for a post-dredging survey by an independent licensed Professional Land Surveyor (PLS) qualified for Hydrography. In the event this survey indicates non-compliance with the contract documents, the Contractor will rework the area to meet the project requirements and shall reimburse the City for all costs associated with this survey and any additional re-survey expenses associated with verification of the rework.
- c) Until final acceptance of the work, any sedimentation that occurs in the limits of dredging is to be re-excavated by the Contractor at no cost to the City.
- d) The temporary disposal areas shall be cleaned of sediment and restored in accordance with the Drawings. Materials used for dewatering shall be removed and disposed by the Contractor.

Temporary disposal areas will be visually inspected by an City's representative to verify they have been restored and re-established to be suitable for public use.

9) SECTION 107.02 PERMITS, LICENSES AND TAXES SHALL BE MODIFIED TO INCLUDE THE FOLLOWING:

The Contractor shall be solely responsible for complete compliance with all requirements of the Department of the Army (Corps of Engineers) Permit Number SAM-2019-00439-JCC, (attached), and other regulatory agencies having jurisdiction over this work relation to dredging operations. This shall include, but may not be limited to, Section 401 Water Quality Certification, NPDES Permit, and the State of Alabama Coastal Consistency Concurrence issued by the State of Alabama Department of Environmental Management (attached).

10) SECTION 107.13(b) LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC SHALL BE REPLACED AS FOLLOWS:

No materials may be burned as part of this Work. The Contractor is responsible for removal of all cleared materials.

11) SECTION 107.21(a) PROTECTION OF PROJECT SITE AND ADJACENT PROPERTY SHALL BE MODIFIED AS FOLLOWS:

The Contractor shall perform the work while protecting the project site and adjacent property from contaminated and turbid stormwater runoff. The requirements in Section 665 shall apply to all work regardless of whether any of the pay items of Section 665 are included in the contract. Erosion, sedimentation, and turbidity control such as best management practices (BMPs), dewatering, addition of polymers, active treatment, or any other measure required for permit compliance shall be paid for under Dredging Project Item 42 – Sediment Dewatering, with provisions of ALDOT Section 672 being applicable. Additional bid items have been included in the bid estimate should the project be expanded and require those items. Additional items the Contractor is directed to place by the Engineer shall be paid for using the Contractor's unit prices. BMPs and other requirements shall be considered the minimum necessary. The Contractor shall anticipate additional controls beyond those minimal controls indicated on the Drawings. The Contractor shall minimize the introduction of and remove sediment, nutrients, and other pollutants in stormwater runoff. The quality of water originating off the project site shall not be diminished as it flows through the site.

12) SECTION 107.21(c) NPDES PERMIT COVERAGE FOR CONSTRUCTION STORMWATER DISCHARGE SHALL BE MODIFIED AS FOLLOWS:

The City will obtain an NPDES Permit and provide to the Contractor a preliminary Construction Best Management Practices Plan (CBMPP) for the project. The City is considered to be the Permittee. The Permittee is responsible for all required NPDES Permit maintenance, renewal, modification, and termination.

13) SECTION 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, 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. 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.

14) 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.

15) SECTION 201.03(d) DISPOSAL OF MATERIALS SHALL BE MODIFIED TO INCLUDE THE FOLLOWING:

The Contractor shall submit a plan for the satisfactory disposal of materials. Clearing shall not begin until the Engineer accepts the plan as having sufficient detail. The plan shall include an acceptable means for the treatment of disposal areas so as not to present an unsightly appearance, create a public nuisance, or create future maintenance problems for the City.

16) SECTION 201.03(d), DISPOSAL OF MATERIALS SHALL BE MODIFIED TO INCLUDE THE FOLLOWING:

Disposal by the burning of perishable materials will be permitted only when authorized in writing by the Engineer.

17) SECTION 201.03(e) CLEARING AND GRUBBING SHALL BE MODIFIED AS FOLLOWS:

Clearing. Clearing shall be the removal of vegetation on and above (including limbs, for access or otherwise) the ground surface within the construction limits.

18) SECTION 210.09(a) METHOD OF MEASUREMENT (4th PARAGRAPH UNDER (a)) SHALL BE REPLACED AS FOLLOWS:

Muck Excavation and Unclassified Excavation will be measured using AutoDesk Civil 3D composite method, which triangulates a new surface, based on points from the existing and proposed surfaces. The method uses the points from both surfaces, as well as any location where the edges of the triangles between the two surfaces intersect to create prismatic segments from composite TIN lines. The new composite surface elevations are calculated based on the difference between the elevations of the two surfaces. Payment for dredging (or excavation) shall be on a unit rate for cubic yards calculated from the difference between the pre-dredge (or excavation) survey and the lesser of the post-dredge (or excavation) survey or design grades based on the design grades specified in the Drawings. No extra payment will be provided for excavation beyond the design grades. Sediment and soil removal associated with islands shall be classified as muck.

19) SECTION 210.01 EXCAVATION AND EMBANKMENT (1ST PARAGRAPH) SHALL BE MODIFIED AS FOLLOWS:

The Work under this Section shall cover the excavation, dewatering, clearing and grubbing, hauling, disposal, or compaction of all material shown on the Drawings to be excavated in accordance with these specifications and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Engineer. All excavation covered in this section will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation", or "Borrow Excavation", as described in this Section. All dredged material shall be classified as "Muck Excavation" but may also be referred to as dredge material.

20) SECTION 210.02(b3) MUCK EXCAVATION SHALL BE MODIFIED AS FOLLOWS:

Material unsuitable for immediate reuse due to organic content, saturated to the extent it is somewhat fluid, and must be moved by dragline, dredge, or other similar type equipment, or any other material within the excavation limits of the lake will be classified as muck. All material (including trash, debris, or other objects) within the dredge limits of the project is classified as muck.

Contractor shall furnish all labor, equipment, and materials required to adequately dredge materials from the proposed project area, remove islands designated for removal as noted on the Drawings, dewater dredged sediment (muck), and transport material offsite for final disposal (except where indicated for beneficial use). Muck removal shall include the islands specified for removal on the Drawings. Islands shall include, but not be limited to, sediment, vegetation, trash, or any other debris that may present.

The Contractor shall be responsible for dewatering dredged sediment (muck) in a manner that prevents sediment from re-entering Langan Lake.

The Contractor shall repair all areas impacted by construction to re-establish pre-existing site conditions. The Contractor shall submit photos of areas that could be construed as damage caused prior to beginning construction.

21) SECTION 210.03(b5) EXCAVATION AND BACKFILL OF MUCK SHALL BE MODIFIED TO INCLUDE THE FOLLOWING:

In addition to the requirements of Article 210.05 for disposal areas, where directed, dikes shall be built (without extra compensation) to keep the deposited muck within the limits of the designated areas and as soon as the surface condition of the deposited material will permit, the Contractor shall remove all visible stumps, roots, logs, deposited material (excavated muck) and other debris from the waste pile and shall dispose of them as specified in Sub article 201.03(e) without extra compensation. Before acceptance of the work, all parts of the project shall be returned to existing conditions unless otherwise indicated in drawings and as directed by the Engineer.

22) SECTION 214.02(b) GENERAL BACKFILL SHALL BE AMENDED AS FOLLOWS:

Material used for general backfill shall be sandy material removed by dredging as directed by Engineer.

23) SECTION 306.01 DENSITY REQUIREMENTS FOR COMPACTION SHALL BE AMENDED AS FOLLOWS:

The Contractor shall be responsible for all compaction testing, retesting, reporting, and compliance with the requirements. Unless otherwise stated, compaction requirements shall be as follows:

Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material to at least 95 percent of maximum dry density. Under lawn or unpaved areas, scarify and

recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent of maximum dry density.

24) SECTION 665.02(n) FLOATING BASIN BOOM (3RD PARAGRAPH) SHALL BE AMENDED AS FOLLOWS:

The flotation members shall be made of foam with a minimum diameter of 6 inches {150 mm} or as shown on the plans. The skirt depth below the foam flotation shall be anchored such that a minimum of 12-inches of clearance is maintained between the ballast chain and the bottom contour of the lake, or as shown on the plans. The ballast shall be galvanized proof coil chains or other acceptable weights capable of retaining the skirt in a vertical position. The boom shall be Yellow or International Orange in Color.

25) SECTION 665.05(a) TEMPORARY SOIL EROSION AND SEDIMENT CONTROL BASIS OF PAYMENT SHALL BE MODIFIED WITH THE FOLLOWING:

The pay items and quantities shown on the bid schedules (both projects) for erosion and sediment control represent i) those items shown on the drawings and representing the minimum required features anticipated for appropriate erosion and sediment control, and ii) additional features not explicitly shown on the drawings but anticipated to be required in some locations to further protect the Site from erosion and sedimentation. The Contractor shall provide unit pricing for all features included on the bid schedules, whether or not all devices are needed and incorporated into the Work. Those features shown on the drawings represent the minimum requirements only. The Contractor will be compensated for only those measures and devices actually required and installed for the Work and agreed upon as necessary by the Engineer. Locations of erosion and sediment control measures may be field adjusted to maximize effectiveness of the devices used.

The unit prices for all various temporary erosion and sediment control items provided on the bid schedules shall also cover other incidental costs not included as separate pay items, but including modification of the Construction Best Management Practices Plan (CBMPP), certification of the CBMPP, transferring the National Pollution Elimination Discharge System (NPDES) Permit into the Contractor's name, and other associated efforts. The unit prices for all various temporary erosion and sediment control items provided on the bid schedules shall also include all paying of fees, inspecting, installing, maintaining, removing, reporting, documenting, complying, providing labor, providing materials, providing of tools, providing of incidentals, controlling sediment, controlling erosion, controlling turbidity, controlling dust, dewatering and closing the NPDES Permit along with all associated erosion control as required. This includes drainage sumps and silt fence. The unit prices for all various temporary erosion and sediment control items provided on the bid schedules shall further include full compensation for furnishing all materials unless otherwise noted, the construction and installation of the materials into complete erosion or sediment control measures, and shall include all equipment, tools, labor and incidentals necessary to complete the work, to perform maintenance to keep work in an acceptable condition, and to remove the items when no longer needed as directed by the Engineer. The excavation of sediment collected by drainage sumps, ditch checks, sediment barriers and other sediment control BMPs shall be included in the unit pricing.

Stage 3 and Stage 4 Inlet Protection shall include the installation and maintenance of all items at quantities shown on the plans as being required or permitted and paid for under the unit price pay item.

In the event that additional temporary or permanent erosion and sediment control measures become necessary due to the negligence or actions of the Contractor, or for the Contractor's convenience the temporary work shall be performed at the Contractor's expense. Temporary or permanent erosion control measures installed in previously stabilized areas that are necessary due to required work sequencing will be paid as outlined in this section.

Payment will be made under the unit price pay items for any temporary erosion or sediment control measures installed due to the methods chosen by the Contractor to perform the required work. Measures include those utilized for convenience, for access to the work (work bridges or platforms, stream crossings, access roads, haul roads), those utilized for treating or handling water in order to assist the Contractor in the execution of the work (diversions, dewatering, conveyances) or those utilized for protecting the Contractor's work or staging areas.

Payment under the unit price pay item shall include all necessary items to establish good permanent stand of grass free of disease, pests, and invasive species.

26) SECTION 698.01 CONSTRUCTION FUEL COST SHALL BE AMENDED AS FOLLOWS:

No adjustment shall be made for construction fuel cost.

27) SECTION 1001.01, QUALITY ASSURANCE AND QUALITY CONTROL SURVEYS SHALL BE ADDED TO THE STANDARD SPECIFICATIONS:

- a) The Engineer (M&W) is responsible for providing an independent Professional Land Surveyor qualified for Hydrography to perform bottom surveys during dredge operations to ensure that correct line, grade and alignment are achieved at final completion. The Engineer will not make intermediate surveys for progress payments or otherwise. Any progress payment surveys shall be performed by the Contractor.
- b) The survey crew must be qualified for hydrographic survey and shall have performed successfully on at least two previous projects.
- c) The drawings reflect the hydrographic condition at the time of collection for the purposes of design. No other representation is expressed or implied. The Contractor shall accept the pre-dredge survey provided by the Engineer for project use, or pay for any additional pre-dredge surveying to the City's satisfaction.
- d) The pre-dredge survey (if performed by the Contractor per paragraph 'c' above) shall be collected no greater than two-weeks prior to beginning of construction. The Contractor shall have the opportunity to review the pre-dredge survey. The pre-dredge survey must be collected by an independent Professional Land Surveyor qualified for hydrography. The pre-dredge survey (following acceptance by the Engineer) will be utilized as the baseline to calculate dredged volume for payment.
- e) Upon completion of dredging, the Engineer shall submit a post-dredge survey at maximum two-weeks following completion of dredging. The Post-Dredge Survey must be collected by an independent Professional Land Surveyor qualified for Hydrography. The Post-dredge survey will be utilized for the purpose of dredged excavation area acceptance and dredged volume calculations for payment.

- f) Initial pre-dredge survey and final post-dredge surveys will be provided by the City. The Contractor shall pay for any progress surveying, updated pre-dredge survey (if deemed necessary by the Contractor), or re-surveying if required.
- g) Islands within the limits of dredging indicated on the Drawings shall be surveyed following stationing utilized for hydrographic surveying. Data points collected on the islands are permitted to have a maximum spacing of 10-feet along the alignment of each survey Station.
- h) The Contractor shall be responsible for establishment of all horizontal and vertical control points necessary for quality control of the Work.

**NO PAYMENT WILL BE MADE TO THE CONTRACTOR FOR QUALITY ASSURANCE
OR QUALITY CONTROL SURVEYING**

**28) SECTION 1001.02 TEMPORARY DISPOSAL AND DREDGE DEWATERING AREAS SHALL BE
ADDED TO THE STANDARD SPECIFICATIONS:**

- a) The Contractor shall utilize the offsite disposal area (temporary disposal area) and the onsite disposal area (beneficial use area) shown on the Drawings for disposal and dewatering.
- b) Beneficial use sediment shall be retained at the onsite disposal area.
- c) Contractor shall provide to the City chemical analyses and an assessment regarding the appropriate use of the muck (sediment) retained on Site by a qualified testing agency. The chemical analyses shall be in accordance with the recommendations of a professional and qualified engineering firm. The chemical analyses shall at a minimum include test shown in Table 3-2, at the frequency of Table 3-3 of the Latest Edition (September 2004) of Great Lakes Commission's Testing and Evaluating Dredged Material for Upland Beneficial Uses. The assessment shall meet the recommendations in USACE's Use of Risk Assessment in Dredging and Dredged Material Management.
- d) The Contractor is responsible for preparing the disposal areas for use. Trees or other obstructions encountered necessary for the construction of the work or noted on the Drawings shall be removed to allow access to the full dewatering area. Tree and other vegetation removal shall done by the Contractor without extra compensation and minimized to the extent practical. The Contractor may seek to temporarily relocate utility lines within the on-site disposal area (temporary disposal area) at no additional cost to the Owner. Utility lines shall be re-established following construction unless approved in writing by the Engineer and City.
- e) Dredged material shall be dewatered to remove free liquids according to EPA (Environmental Protection Agency) Method 9095B at a minimum for trucking and disposal at off-site disposal areas.
- f) The Contractor is responsible for identifying and coordinating final disposal at an offsite disposal area or facility. Disposal location must be approved by the City of Mobile and Engineer prior to removing material from site. Contractor must provide an abatement plan detailing how invasive species will be controlled and not spread to new locations from Langan Lake.
- g) Dewatering operations shall direct runoff to flow back into Langan Lake. Construct drainage structures necessary for directing runoff in accordance with the Drawings. The Contractor shall modify or enhance drainage structures as necessary to ensure runoff is directed into Langan Lake for the duration of dewatering activities.
- h) Drainage structures utilized for dewatering shall minimize impact to Langan Park.
- i) The Contractor shall take meaningful and effective effort to minimize erosion of existing sediments in the temporary disposal areas and between the temporary disposal areas and Langan Lake.

Uncontrolled flow of dredge water that impacts areas of Langan Park open to the public shall not be permitted unless explicitly approved by the Engineer.

- k) The Contractor shall take meaningful effort to prevent dredged sediments from re-entering Langan Lake following dredging and dewatering. Sediment re-accumulation in Langan Lake shall be removed by the Contractor at no cost to the City.
- l) Separate unit costs are included in the bid document for on-site permanent (beneficial use) disposal and off-site removal.

LOCATION



ATTACHMENT “B”

CONTRACTOR’S INSURANCE CERTIFICATIONS

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, AND
DBE UTILIZATION REPORT**



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Section I. Information about your company

FORM 1: Background and Plan

Company	HUGHES COMPANIES, INC.
Address	3425 Anton St., Prichard, AL 36612-1616
Telephone	251-476-5002
E-Mail	phughes@hpuonline.com

RFP/RFQ Solicitation Number	
Project Description	Langan Lake Dredging and Langan Park Stormwater Improvements
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 30 Female 20 Minority 40 Non-minority 10 Vets 10
Total #of Employees	50

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Preston W. Hughes III

Signature: Date: 4/9/2025

Title: President

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

Name: Preston W. Hughes, III Title: President

E-mail: Phone: phughes@hpuonline.com 251-610-9674



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.

2016-3005-34 &

RFP/RFQ/Bid # 2021-2045-01 Your Bid/Proposal Amount \$

Date: 4 / 09 / 2025

Description Langan Lake Dredging and Langan Park Stormwater Improvements

Name of Bidder/Proposer: HUGHES COMPANIES, INC.

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Highes Companies Inc.

Contact Person: Patricia Hughes

Phone 251 610 9674

Email phughes@huges.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 ALDOT DBE's
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

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

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. J. Dodge, Sr.

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

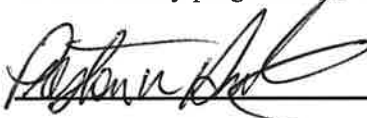
Before me, a Notary public, personally appeared Preston W. Hughes, III (affiant) who, being duly sworn says as follows:

President/CEO of HUGHES COMPANIES, 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 HUGHES COMPANIES, 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 HUGHES COMPANIES, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: ID No. 438133



CEO of HUGHES COMPANIES, INC.

Sworn to and subscribed before me this the 4th 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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.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)

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. 2016-3005-34 and 2021-2045-01

PROJECT NAME: LANGAN LAKE DREDGING and

LANGAN PARK STORMWATER IMPROVEMENTS

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. 2016-3005-34 and 2021-2045-01
**PROJECT NAME: Langan Lake Dredging and Langan Park Stormwater
Improvements**

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: _____

Title: _____

Notary Public: _____

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.

ATTACHMENT “E”

SIGN DETAILS

8'-0"

4'-0"

2'-0"

2'-0"

3'-0"

5'-0"

RESURFACING 2016 MISCELLANEOUS
CITY WIDE - 2016 CIP

AUTHORIZED BY
CITY OF MOBILE
WILLIAM S. STIMPSON, MAYOR
PROJECT NO. 2016-202-04
PROJECT COST \$
CITY OF MOBILE ENGINEERING DEPARTMENT
COUNCILPERSON _____
DISTRICT _____

GRAVEL BASE

PAVEMENT

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.



DATE	NOV 20, 2013
SCALE: N.T.S.	
CITY OF MOBILE ENGINEERING DEPT CITY STANDARDS PROJECT SIGN DETAIL SIGN 1 OF 1	
REVISION	DATE
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ATTACHMENT “F”

**PRE-DREDGE HYDROGRAPHIC SURVEY (ATTACHED
SEPARATELY)**

ATTACHMENT “G”

PROJECT DRAWINGS (ATTACHED SEPARATELY)

ATTACHMENT “H”

USACE PERMIT

Department of the Army (Corps of Engineers) Permit Number SAM-2019-00439-JCC

ADEM PERMIT

DEPARTMENT OF THE ARMY PERMIT

Permittee: CITY OF MOBILE

Permit No.: SAM-2019-00439-JCC

Issuing Office: MOBILE DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (USACE) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project will consist of maintenance and stabilization of 8,200 linear feet of Twelvemile Creek. Construction activities will include the installation of 6,400 linear feet of sheetpiling, 1,200 cubic yards of fill dirt, 1,200 cubic yards of gabions, 18,000 square feet of revet mattress, 30,719 cubic yards of riprap rock, 173 cubic yards of boulders, 60 cubic yards of grout, 60 cubic yards of concrete, and 360 linear feet of storm sewer pipe. The total placement of fill for bank stabilization will cover 299,390 square feet (6.87 acres) of streambed and banks of Twelvemile Creek, with approximately 60% of those impacts involving the placement of fill below the plane of the Ordinary High Water Mark (OHWM). Construction methods will include the use of trackhoes, bulldozers, and trucks for the placement of the stabilization materials. The site will be accessed utilizing existing access roads, existing easements, and any required new temporary or permanent easements. During construction of the permitted project, approximately 300,000 cubic yards of depositional sediment from the eroded Twelvemile Creek will be removed from Langan Park Lake and Spring Hill Lake, dewatered on site in Spring Hill Park, and removed by truck to landfills.

ATTACHED: 1. Project Maps/Plans (13 Pages)
2. ADEM 401 Water Quality Certification (3 pages)

Project Location: The project is located along Twelvemile Creek; within Sections 15 and 21 of Township 4 South, Range 2 West; between Latitude 30.684433° North, Longitude -88.179625° West and Latitude 30.703669° North, Longitude -88.162114° West; in Mobile, Mobile County, Alabama.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **October 28, 2025**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is

eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. **The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.**
- b. **Compliance with all terms and General and Special Conditions of this Permit is mandatory. This project shall not be modified from the work described in the attached plans without prior coordination and written approval from the USACE, Mobile District.**
- c. **It is the responsibility of the permittee to ensure that all persons and contractors working on this project are aware of all general and special conditions of the permit. A copy of this permit and its general and special conditions shall remain available on site at all times during project construction activities.**
- d. **Should cultural resources be encountered during project activities, work shall cease and the U.S. Army Corps of Engineers (USACE) Mobile District shall be consulted immediately by telephone at (251) 690-3262 or (251) 690-2658 so that USACE may initiate appropriate federal, state, and tribal coordination to determine appropriate documentation and recovery efforts.. This stipulation shall be placed on the construction plans, and it is the permittee's responsibility to ensure that contractors are aware of this requirement.**
- e. **The permittee will maintain Clean Water Act Section 401(a) Water Quality Certification as required by ADEM certification letter dated March 9, 2020.**
- f. **Best Management Practices (BMPs) shall be implemented to minimize erosion, siltation, and damage to adjacent wetlands and waters of the United States in which the discharge of fill material has not been authorized. Appropriate erosion and sediment control measures must be utilized and maintained in effective operating condition during construction. All exposed soil surfaces and fill material must be permanently stabilized at the earliest practicable opportunity. All temporary erosion control features shall remain in place until permanent stabilization measures have been completed and become fully effective. Reference the "2018 Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas" for state recommended practices and implementation guidance.**

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a re-evaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR Part 325.7 or enforcement procedures such as those contained in 33 CFR Parts 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR Part 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a

reevaluation of the public interest decision, the USACE will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE) **CITY OF MOBILE**
ATTENTION: MR. NICK AMBERGER
205 GOVERNMENT STREET, 6TH FLOOR SOUTH
MOBILE, ALABAMA 36633

11/2/2020

(DATE)

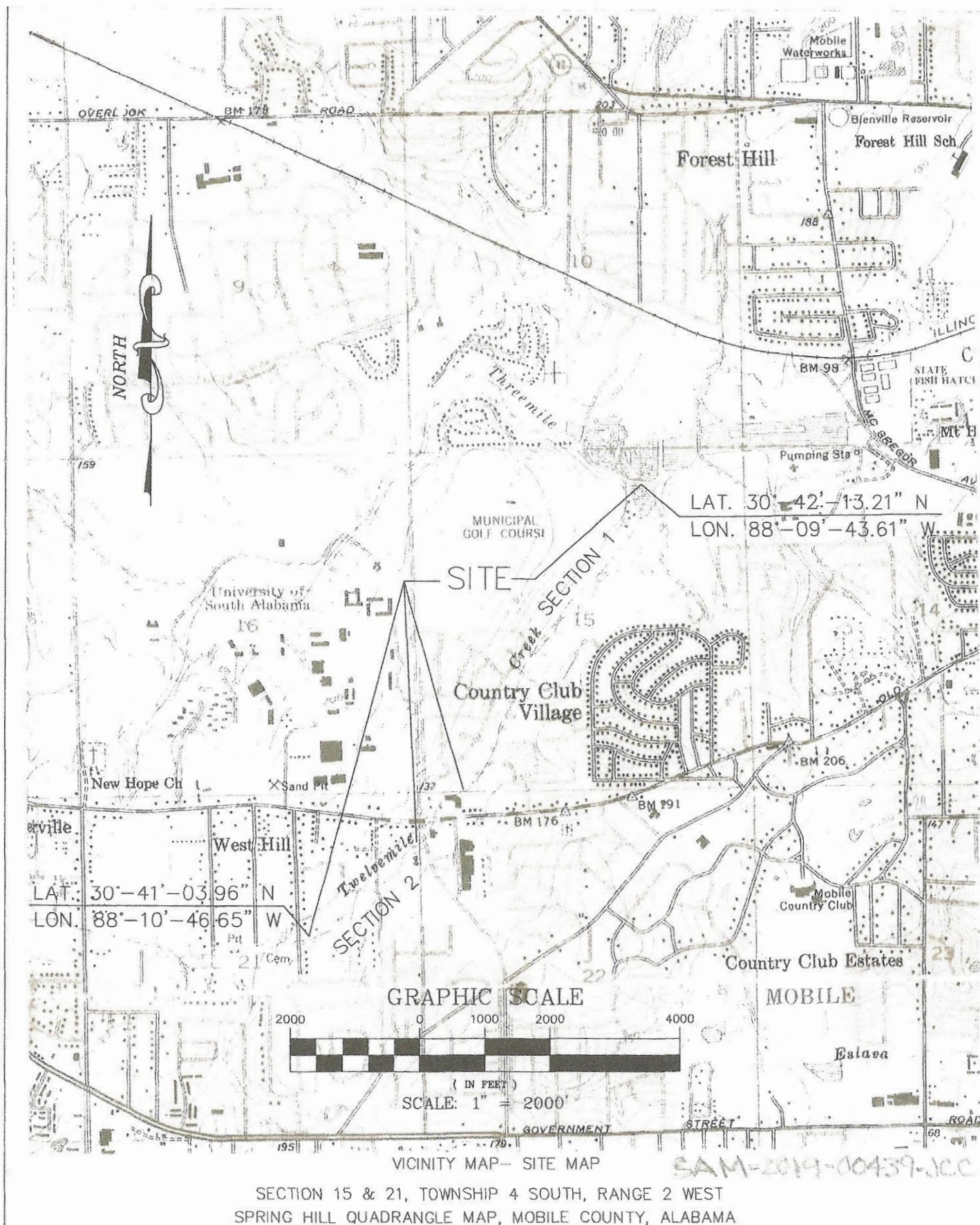
This permit becomes effective when the federal official, designated to act for the Secretary of the Army, has signed below.

SEBASTIEN P. JOLY
COLONEL, U.S. ARMY
(DISTRICT COMMANDER)

BY: _____
S. BRAD CROSSON (DATE)
TEAM LEADER
SOUTH ALABAMA BRANCH
REGULATORY DIVISION

When the structures or work authorized by this permit (**SAM-2019-00439-JCC**) are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) (DATE)



McCrory Williams

Engineers Surveyors

MOBILE, ALABAMA

PHONE: (251) 476-4720 FAX: (251) 476-4721

CITY OF MOBILE

2018 CIP TWELVEMILE CREEK BANK STABILIZATION

SOUTH OF MUSEUM DRIVE AND

TWELVEMILE CREEK REPAIRS AT EAST DRIVE

(SECTION 1 & SECTION 2)

PROJECT NO. 2018-3005-09

Department of the Army // SAM-2019-00439-JCC

Page 1333 of 1609

North

South

Langan Park Lake

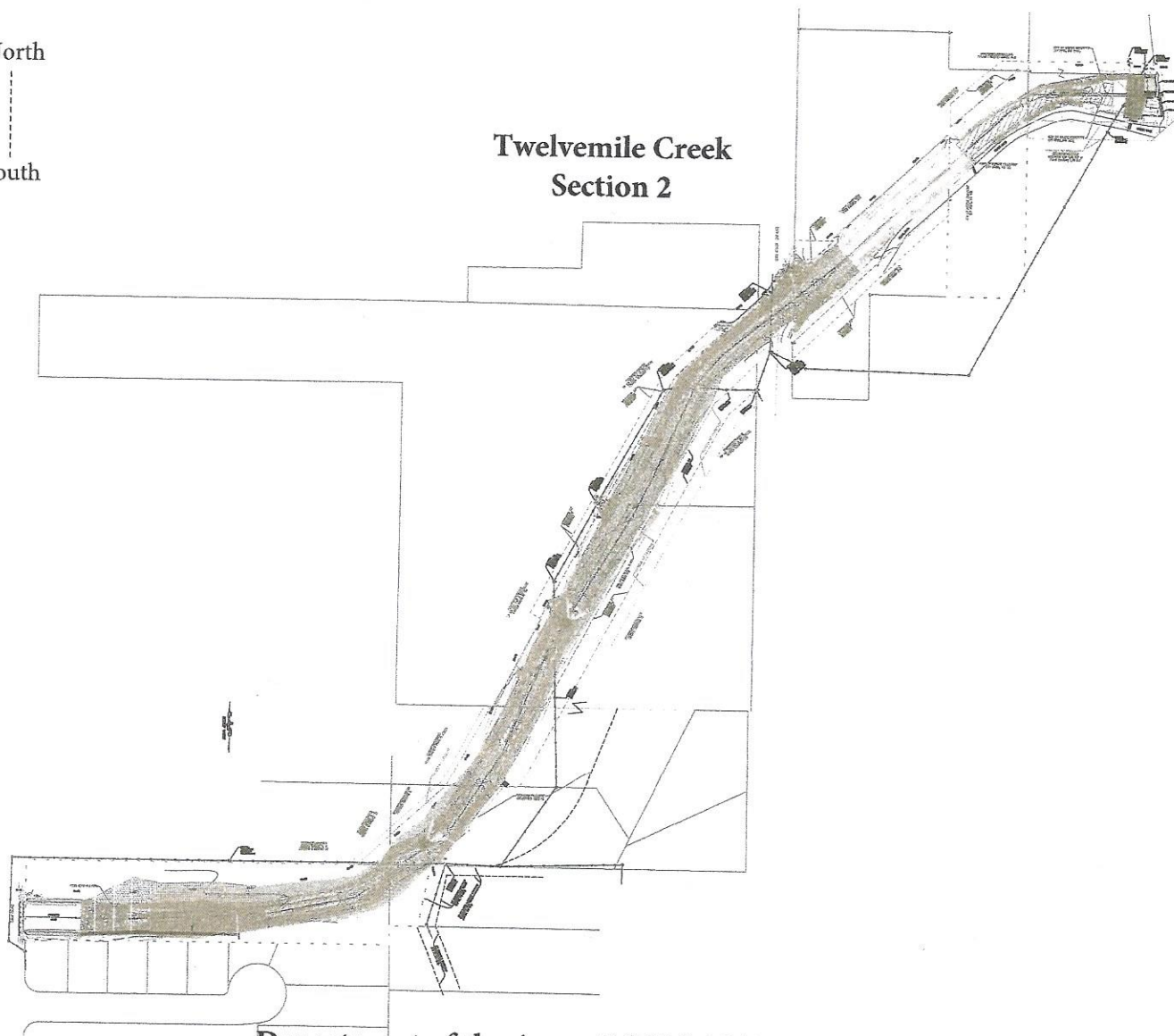
**Twelvemile Creek
Section 1**

Department of the Army // SAM-2019-00439-JCC

North

South

Twelvemile Creek Section 2

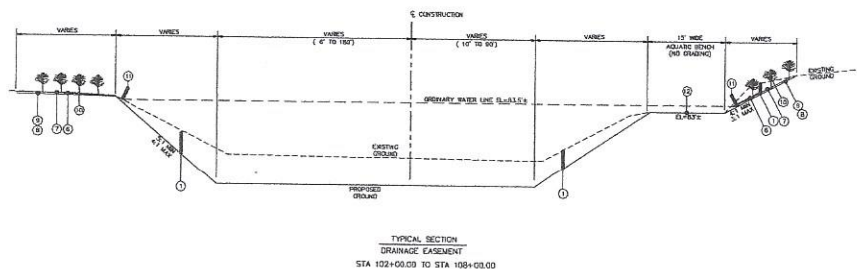
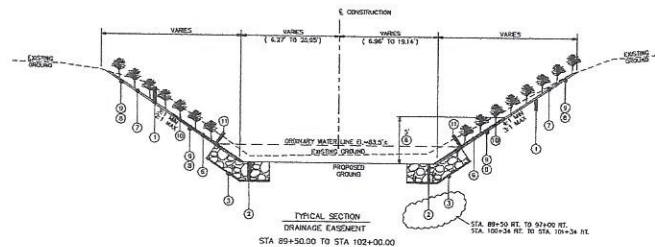
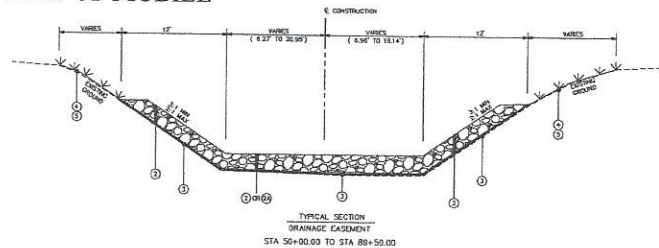


Department of the Army // SAM-2019-00439-JCC

SUMMARY OF QUANTITIES			
ITEM NO.	TOTAL	UNIT	DESCRIPTION
201-A	1	LS	CLEARING AND GRUBBING (APPROX. 0.5 ACRES)
210-A	13,000	CY TBM	UNCLASSIFIED EXCAVATION
210-B	200	CY TBM	BOTTOM EXCAVATION (A-2-4 OR BETTER)
310-D	400	CY TBM	BOTTOM EXCAVATION (SELECT BACKFILL) (A-5 OR A-7)
310-H	23,000	CY TBM	EXCAVATION FOREBAY SEDIMENT (STA. 102+00 TO 108+00)
800-A	1	LS	MOBILIZATION
810-C	18,000	TON	LOOSE RIPRAP, CLASS 2, 12" - 36" THICK
810-D	2,750	TON	LOOSE RIPRAP, CLASS 3, 24" THICK
810-E	16,000	SY	FILTER BLANKET, GEOTEXTILE (NON-WOVEN)
815-B	30	CY	GROUT FOR RIPRAP
820-A	200	CY	TOPSOIL
822-A	3	ACRE	SEEDING (NATIVE SEED MIX)
822-X	2	ACRE	SPECIAL SEEDING SYSTEM - NATIVE SEEDING (PRISM/IMP SEEDING, FLEXIBLE GROWING MEDIA, BOTIC SOIL MEDIA (STA. 102+00 TO STA. 108+00))
854-A	200	SY	SOLID SODDING (CONTINGENCY)
858-A	3	ACRE	MULCHING
857-EA	250	TON	50% FILL (ROCK/GRASS)
859-A	11,000	SY	ROLLED EROSION CONTROL PRODUCT (COIR FABRIC)
860-A	2	ACRE	BOTIC SOIL MEDIA
860-C	35,000	SY	SHRUB (BARE ROOTS)
860-K	4	TON	5" STRAW
860-X	700	EACH	LIVE STAKES
865-A	4	ACRE	TEMPORARY SEEDING
865-B	4	ACRE	TEMPORARY MULCH
865-E	2,000	SY	POLYETHYLENE
865-I	1,000	TON	TEMPORARY RIPRAP, CLASS 2
865-L	4,000	LF	SILT FENCE
865-X	300	CY	DRAINAGE PUMP EXCAVATION
865-L	400	LF	FLOATING BASIN BOOM
869-X	1	LS	TEMPORARY EROSION CONTROL PLAN
869-B	1	LS	SPOT POSTS, EMERGENT HERBICIDE TREATMENT
869-S	1	LS	INVASIVE SPECIES MANAGEMENT FOR 2 YEARS
874-A	1,000	LF	CONSTRUCTION SAFETY FENCE
740-X	1	LS	PLASTIC CONTROL PLAN

- ADDITIVE BID ITEM 1
- 610-C2 500 TON LOOSE RIPRAP, CLASS 3, 36" THICK (CONTINGENCY)
- ADDITIVE BID ITEM 2
- 505-C 1,000 LINEAR FOOT PERMANENT STEEL SHEET PILING (A2-18 OR EQUAL)
- ADDITIVE BID ITEM 3
- 533-A1 100 LINEAR FOOT 24" STORM SEWER PIPE
- 533-A2 80 LINEAR FOOT 18" STORM SEWER PIPE
- 610-A 30 CUBIC YARD MINOR STRUCTURE CONCRETE
- ADDITIVE BID ITEM 4
- 869-X 1 LUMP SUM WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER (BID AMOUNT \$10,000)
- ① ITEM 210-A UNCLASSIFIED EXCAVATION
- ② ITEM 210-B BOTTOM EXCAVATION (LOOSE BACKFILL) (SMITHFIELD)
- ③ ITEM 810-C LOOSE RIPRAP, CLASS 2, 12"-24" THICK
- ④ ITEM 810-D LOOSE RIPRAP, CLASS 3, 24" THICK
- ⑤ ITEM 810-E FILTER BLANKET, GEOTEXTILE (NON-WOVEN)
- ⑥ ITEM 822-A SEEDING
- ⑦ ITEM 822-X MULCHING
- ⑧ ITEM 850-A 4" APPROVED TOPSOIL, ENGINEER APPROVED TOPSOIL (SEE SPECIFICATIONS)
- ⑨ ITEM 860-A BOTIC SOIL MEDIA, 10% + 10% (SEE SPECIFICATIONS)
- ⑩ ITEM 860-K STRAW PLACED AT 1.5 - 2 TONS PER ACRE
- ⑪ ITEM 860-X COIR FABRIC (20' x 62' x 7' 700 g/m²) WITH 4" (BAY) BROADCASTABLE SOUP-PAVING LINES WITH INDOOR WHITE POLYMER BINDER AND WOOD SHAVES AT LEAST 1" IN LENGTH
- ⑫ ITEM 860-C ZONE 1: SHRUBS, TEMPORARY, AND PERMANENT GROUND COVER
- ⑬ ITEM 860-X LIVE STAKES: ONE ROW ALONG STREAM BANK AT EACH FLOW
- ⑭ AREAS OTHER THAN AQUATIC BENCH THAT ARE EXCESSIVELY COVERED BY INVASIVE SPECIES SHALL BE EXCAVATED APPROPRIATELY IF

QUANTITY / TYPICAL CITY OF MOBILE



McCrary Williams
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mcrw@mcrcrywilliams.com

QUANTITY / TYPICAL
TWELVE MILE CREEK
BANK STABILIZATION REPAIRS
CITY OF MOBILE

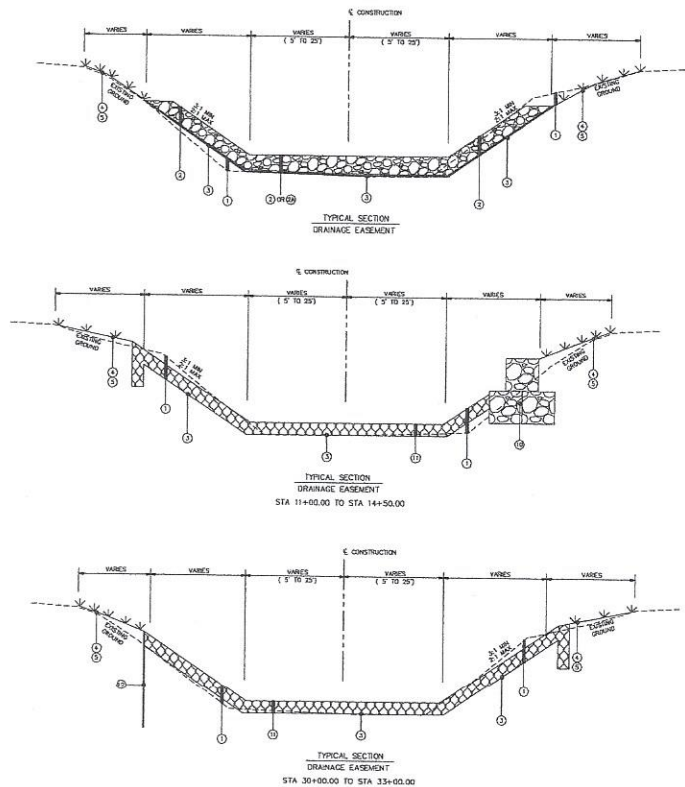
SCALE: 1"=30' DATE: Aug. 25, 2019 DRAWN BY: NAR APPROVED BY: SHEET 5 OF 71

Department of the Army // SAM-2019-00439-JCC - Section 1 Typical

SUMMARY OF QUANTITIES			
ITEM NO.	TOTAL	UNIT	DESCRIPTION
201-A	1	LUMP SUM	CLEARING AND GRUBBING
210-A	11,000	CUBIC YARD (TBM)	UNCLASSIFIED EXCAVATION
210-A	1	LUMP SUM	EXCAVATION AND SITE PREP FOR PILE PLACEMENT
505-E	1,300	LINEAR FOOT	PERMANENT STEEL SHEET PILING AZ-18 (OR APPROVED EQUAL)
210-A	2	LUMP SUM	EXCAVATION AND SITE PREP FOR PILE PLACEMENT (STEP DOWN WALL)
505-E	3,200	LINEAR FOOT	EXCAVATION AND SITE PREP FOR PILE PLACEMENT (STEP DOWN WALL)
210-D1	200	CUBIC YARD (TBM)	BORROW EXCAVATION (SELECT BACKFILL) (A-E OR A-F)
210-D2	400	CUBIC YARD (TBM)	BORROW EXCAVATION (SELECT BACKFILL) (A-E OR A-F)
505-E	500	LINEAR FOOT	SLOPE PROTECTION STEEL SHEET PILING STA 11+25
505-E	1,800	LINEAR FOOT	SLOPE PROTECTION STEEL SHEET PILING STA 23+25
505-E	1,500	LINEAR FOOT	SLOPE PROTECTION STEEL SHEET PILING STA 35+25
600-A	1	LUMP SUM	MOBILIZATION
600-C	1,200	CUBIC YARD	GABIONS
600-D	2,000	SQUARE YARD	REIN. (REIN) MATRICES, 8" THICK
610-C1	11,000	TON	LOOSE RIPRAP, CLASS 2, 12" - 18" THICK
610-C2	3,000	TON	LOOSE RIPRAP, CLASS 3, 24" THICK
610-D	18,000	SQUARE YARD	FILTER BLANKET, GEOTEXTILE, (NON-WOVEN)
615-B	30	CUBIC YARD	GROUT FOR RIPRAP
650-A	500	CUBIC YARD	TOPSOIL
655-A	3	ACRE	SEEDING (NATIVE SEED MIX)
654-A	500	SQUARE YARD	SOLID SOODING (CONFINEMENT)
656-A	3	ACRE	MULCHING - EROSION CONTROL NETTING
657-EA	100	TON	STEP POOL (BOULDERS)
658-A	10,000	SQUARE YARD	ROLLED EROSION CONTROL PRODUCT (COIR FIBER)
660-A	2	ACRE	BIOTIC SOIL MEDIA
665-A	4	ACRE	TEMPORARY SEEDING
665-B	4	ACRE	TEMPORARY MULCH
665-E	2,000	SQUARE YARD	POLYETHYLENE
665-I	1,000	TON	TEMPORARY RIPRAP, CLASS 2
665-J	3,000	LINEAR FOOT	SELF FENCING, TYPE A
665-K	300	CUBIC YARD	DRAINAGE SWAMP EXCAVATION
665-L	400	LINEAR FOOT	FLOATING BASIN BERM
665-X	1	LUMP SUM	TEMPORARY EROSION CONTROL PLAN
674-A	1,000	LINEAR FOOT	CONSTRUCTION SAFETY FENCE
740-X	1	LUMP SUM	TRAFFIC CONTROL PLAN
ADDITIVE BID ITEM 1			
505-E	1,000	LINEAR FOOT	SEWER CROSSING STEEL PILING (AZ-18 OR EQUAL)
ADDITIVE BID ITEM 2			
533-A1	100	LINEAR FOOT	24" STORM SEWER PIPE, ALUMINIZED METAL
533-A2	50	LINEAR FOOT	18" STORM SEWER PIPE, ALUMINIZED METAL
620-A	30	CUBIC YARD	MINOR STRUCTURE CONCRETE
ADDITIVE BID ITEM 3			
999-X	1	LUMP SUM	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY ENGINEER

- ① ITEM 210-A UNCLASSIFIED EXCAVATION
- ② ITEM 210-D BORROW EXCAVATION (LOOSE TRUCKED MEASUREMENT) (FAIRFILL)
- ③ ITEM 610-C1 LOOSE RIPRAP, CLASS 2, 12" - 18" THICK
- ④ ITEM 610-C2 LOOSE RIPRAP, CLASS 3, 24" THICK
- ⑤ ITEM 610-D FILTER BLANKET, GEOTEXTILE, (NON-WOVEN)
- ⑥ ITEM 652-A SEEDING
- ⑦ ITEM 654-A MULCHING
- ⑧ ITEM 655-A 4" APPROVED TOPSOIL, ENGINEER APPROVED TOPSOIL, (SEE SPECIFICATIONS)
- ⑨ ITEM 655-B STRAW PLACED AT 1.5 - 2 TONS PER ACRE
- ⑩ ITEM 655-C COIR FIBER (COIR CL/27 / 700 g/m²) WITH 8" (MIN) BIODEGRADABLE SOFTENING FIBER WITH WOODCHIP STRIP ANALYSE HOOKED HEAD OR WOOD
- ⑪ ITEM 659-C GABIONS
- ⑫ ITEM 600-D REIN. (REIN) MATRICES, 8" THICK
- ⑬ ITEM 505-E SLOPE PROTECTION STEEL SHEET PILING

QUANTITY / TYPICAL CITY OF MOBILE



McCrory Williams
INCORPORATED

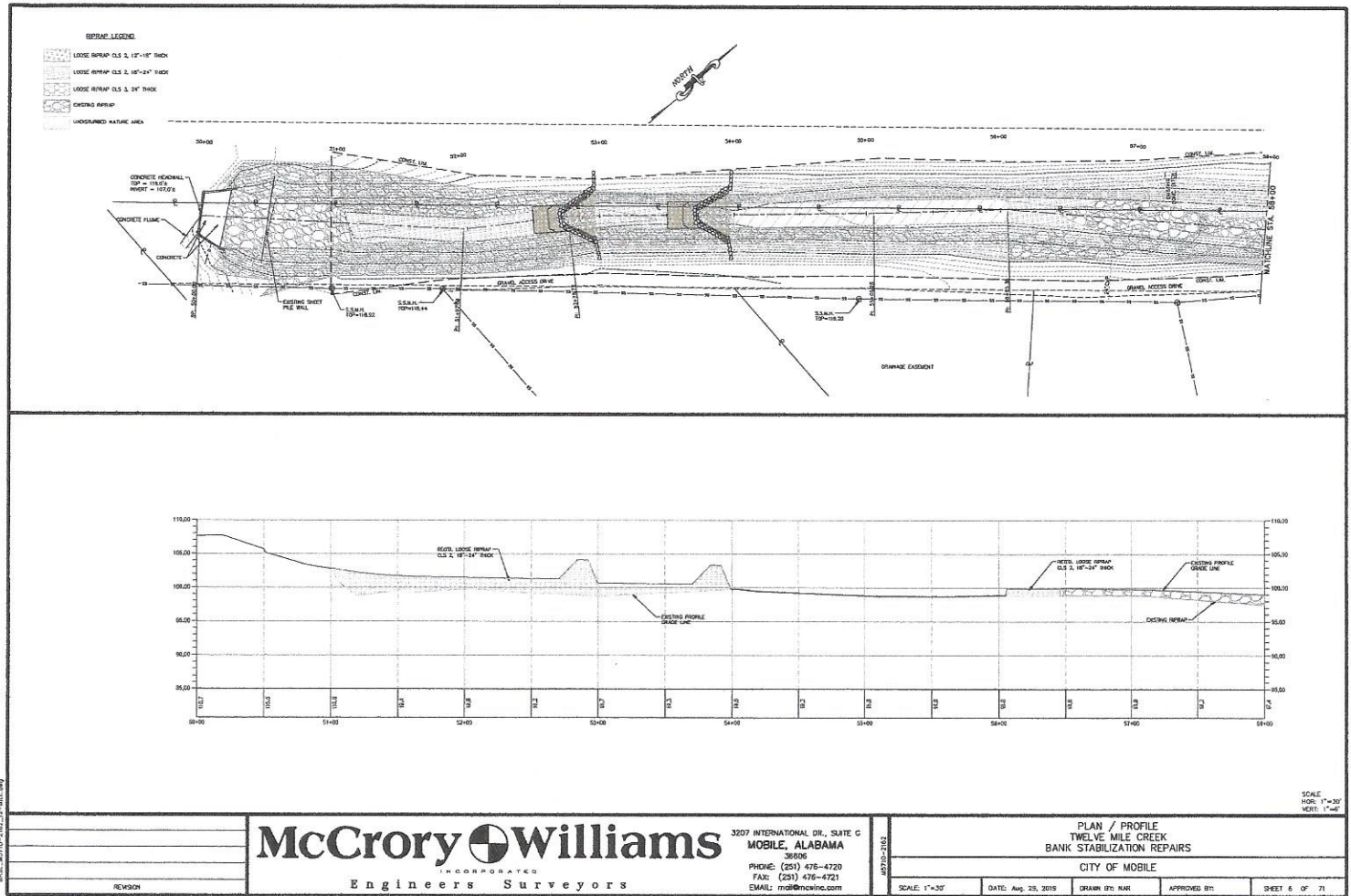
Engineers Surveyors

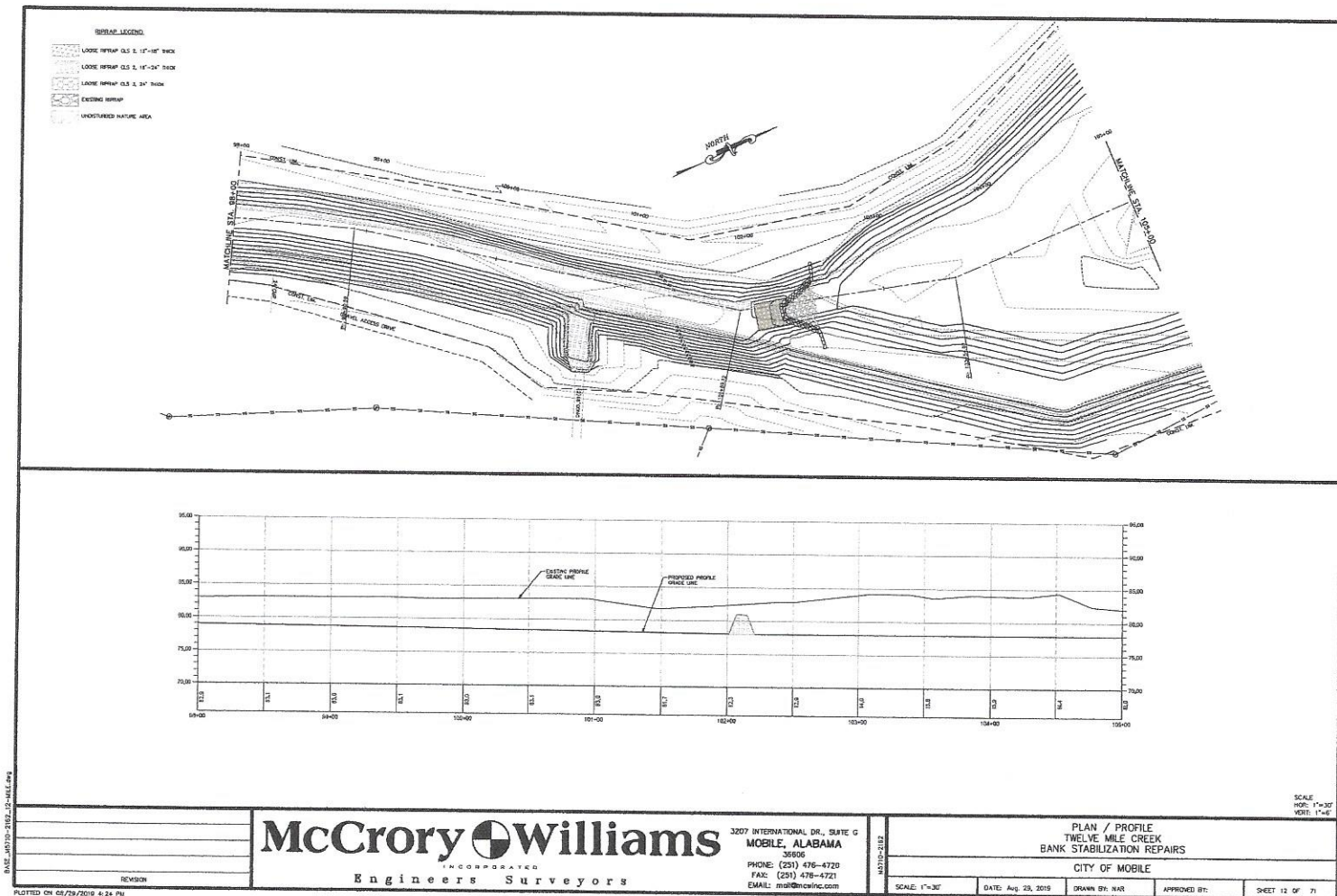
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mcr@mcwilliams.com

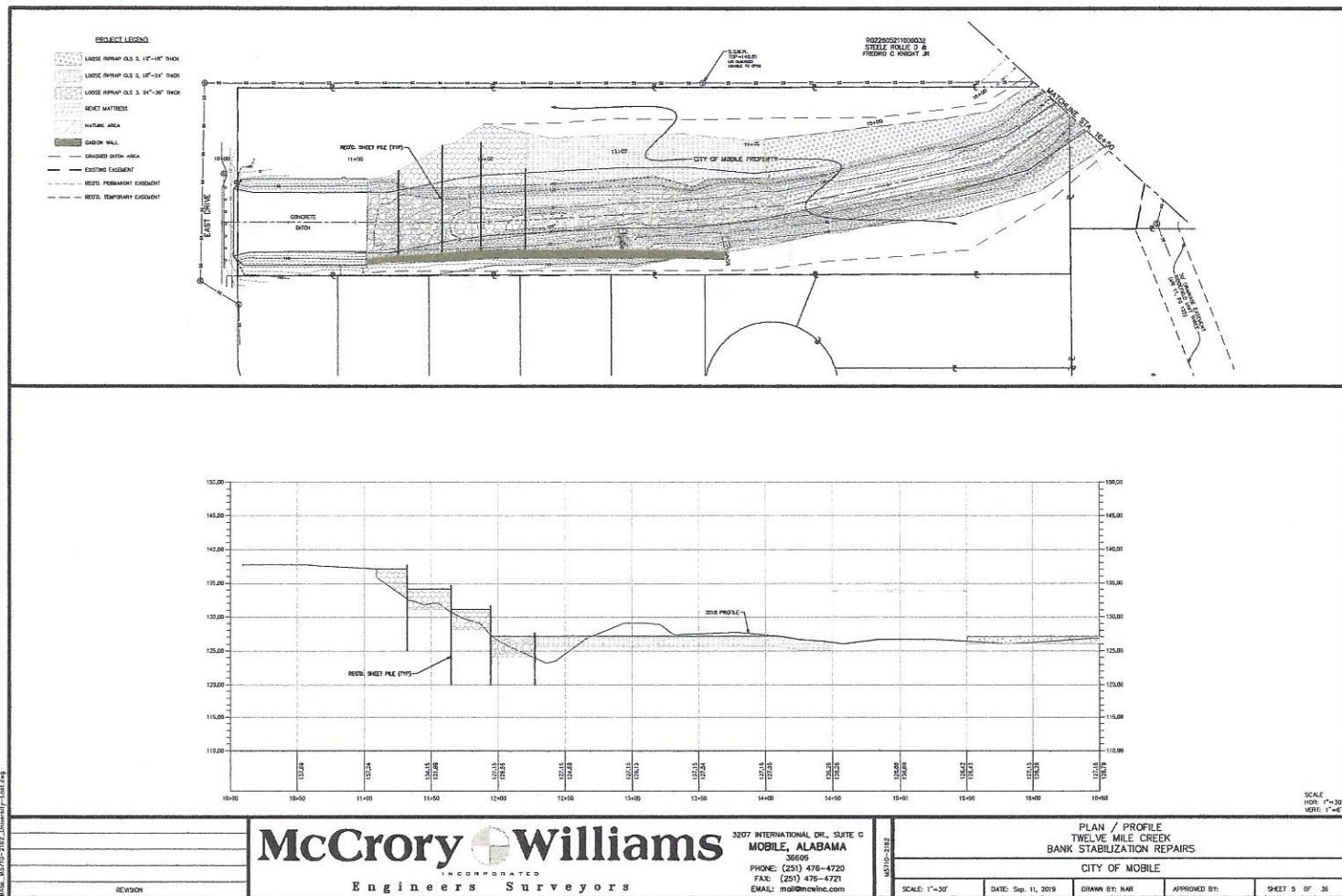
QUANTITY / TYPICAL
TWELVE MILE CREEK
BANK STABILIZATION REPAIRS
CITY OF MOBILE

SCALE: 1"=30' DATE: Sep. 11, 2019 DRAWN BY: HAT APPROVED BY: SHEET 4 OF 36

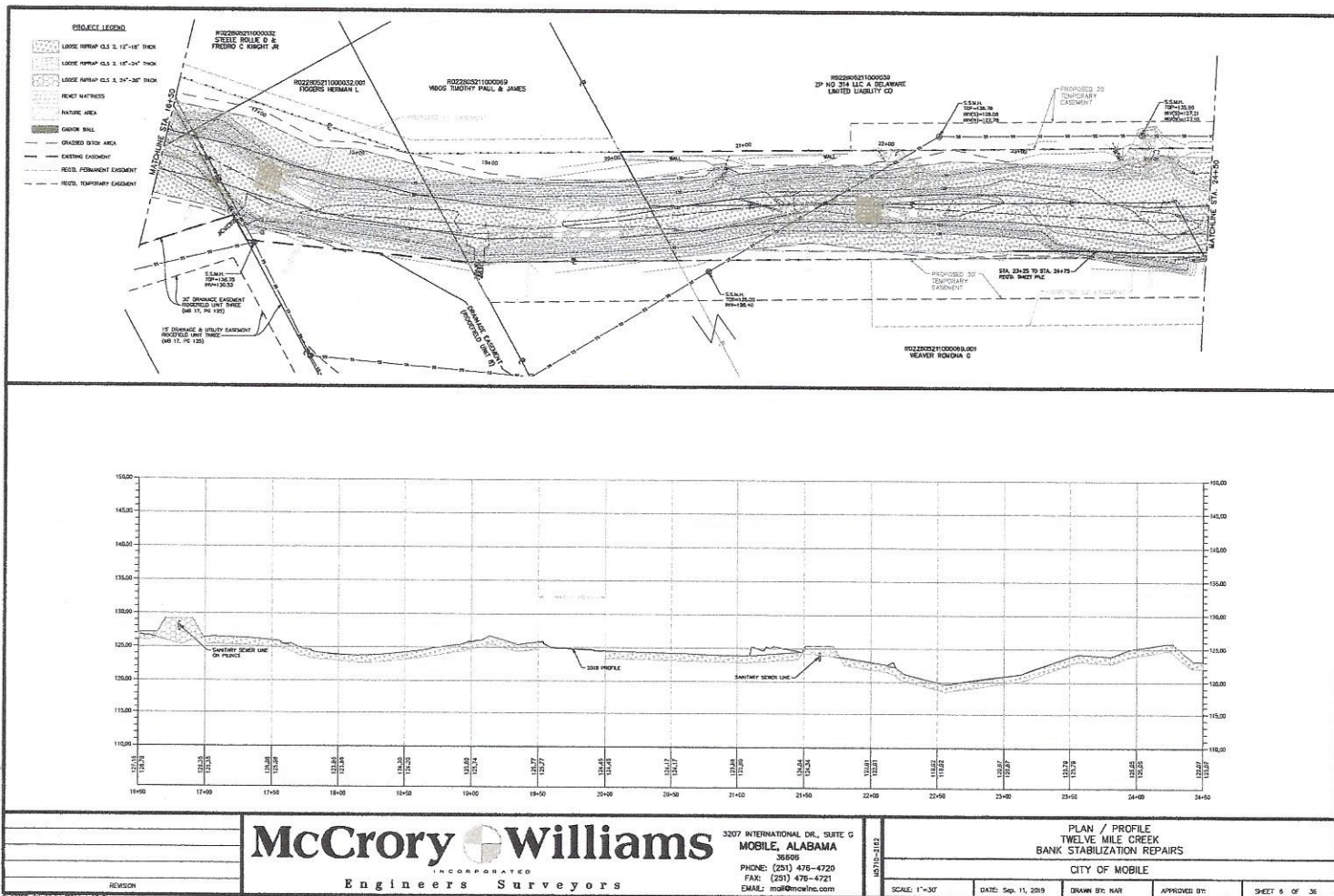
Department of the Army // SAM-2019-00439-JCC - Section 2 Typical



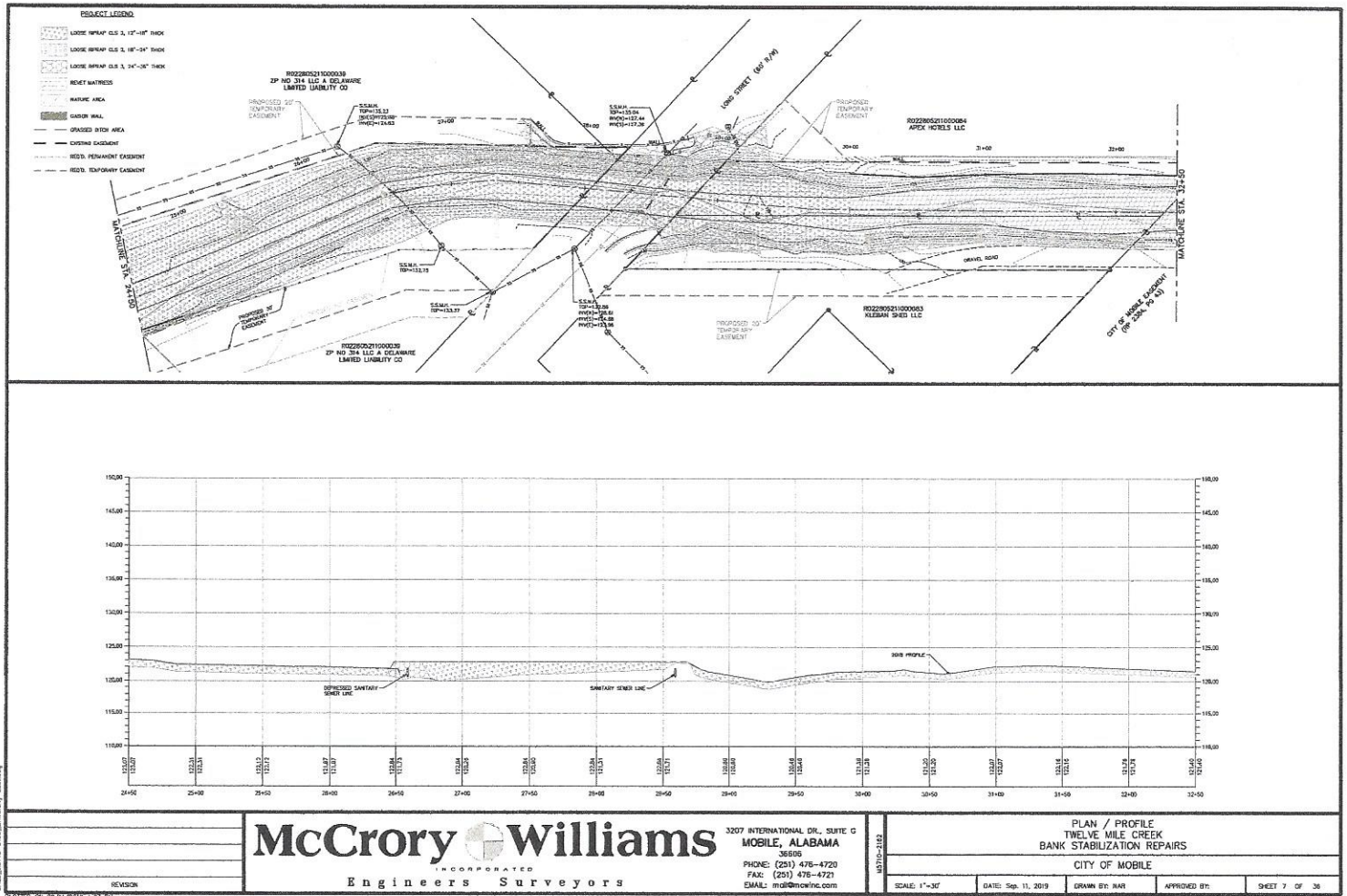




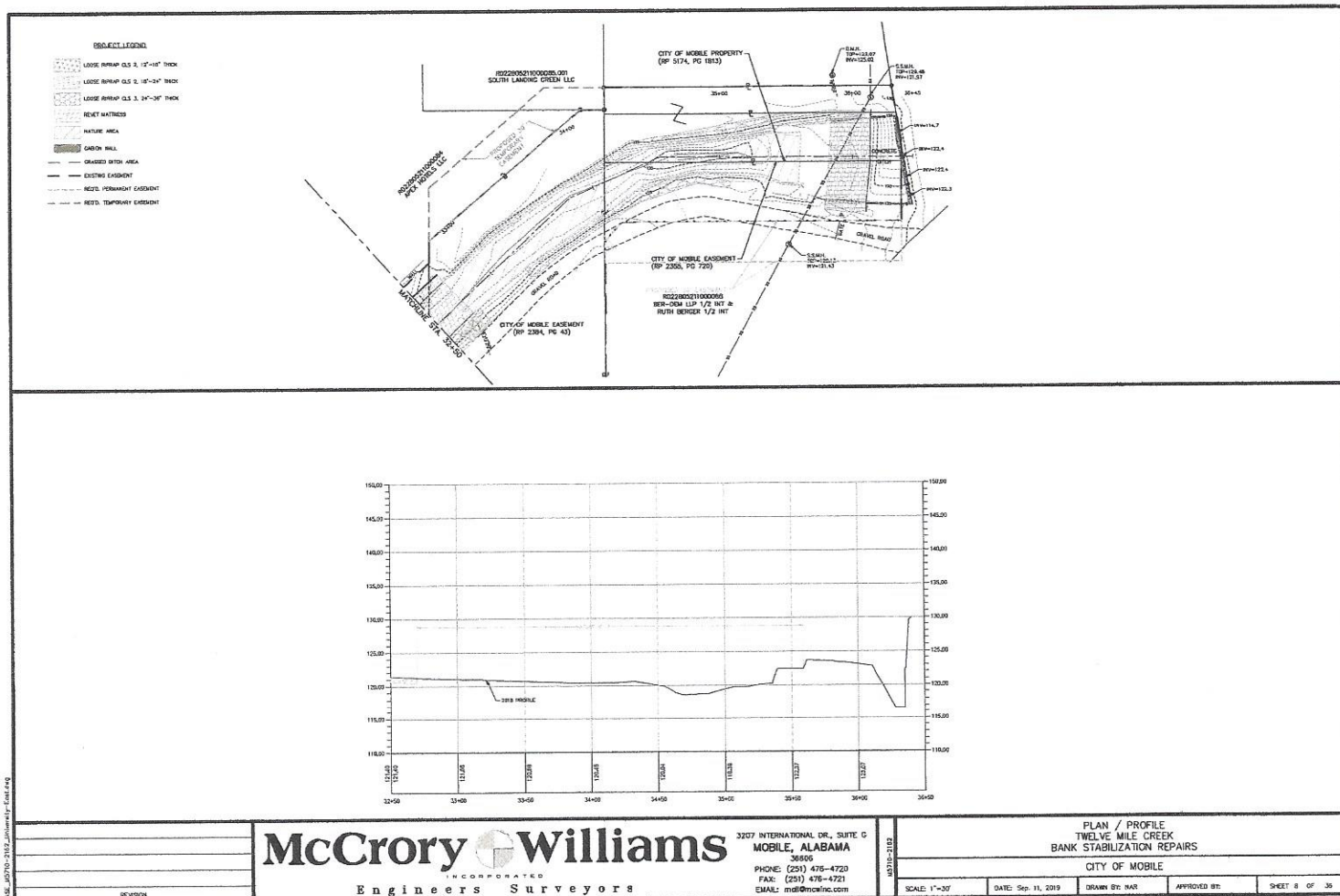
Department of the Army // SAM-2019-00439-JCC



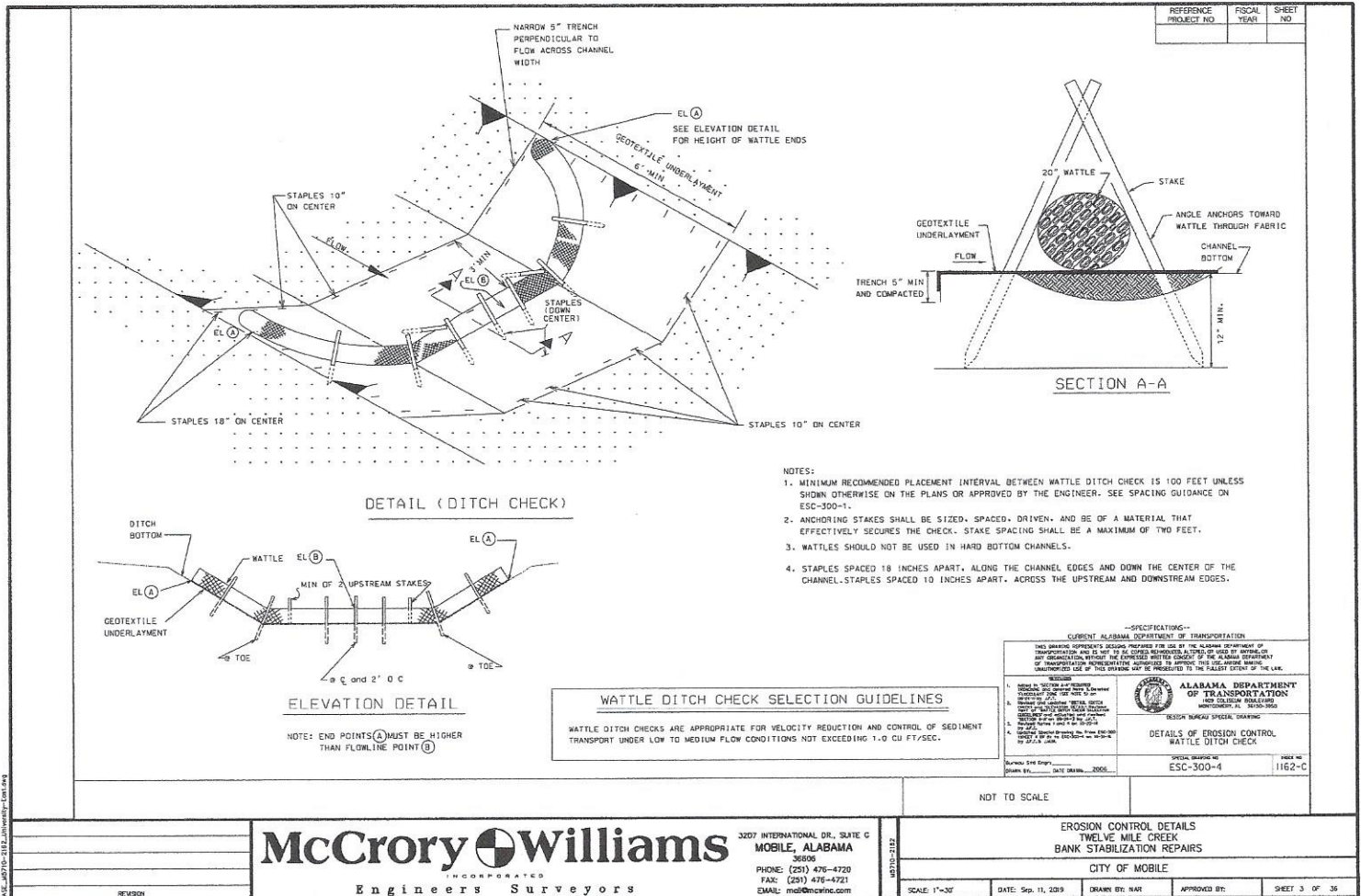
Department of the Army // SAM-2019-00439-JCC



Department of the Army // SAM-2019-00439-JCC



Department of the Army // SAM-2019-00439-JCC



Department of the Army // SAM-2019-00439-JCC



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

March 9, 2020

Mr. Nick Amberger, P.E.,
City of Mobile, Alabama
C/O Mr. Frank Crawford
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama, 36606

RE: State of Alabama Water Quality Certification (WQC) Pursuant to Clean Water Act (CWA) §401(a)
Bank Stabilization and Protection of Twelve Mile Creek, Mobile, Mobile County, Alabama
U.S. Army Corps of Engineers (USACE) File No. SAM-2017-00439-JCC
Alabama Department of Environmental Management (ADEM) Tracking Code: ADEM-2020-031-WQC-COE-SP

Dear Mr. Amberger:

Please read this letter carefully and in its entirety as it contains very important information about the City of Mobile's project.

On October 17, 2019, the ADEM received a copy of the City of Mobile's application to the USACE and has completed its review of all submitted materials related to bank stabilization/maintenance along approximately 8,200 linear feet of Twelve Mile Creek in the City Limits of Mobile. The construction activities will include the use of riprap rock to protect existing exposed sewer lines that cross the creek at several locations. The project will include the installation of 6,400 linear feet of sheet piling, 1,200 cubic yards of fill dirt, 1,200 cubic yards of gabions, 18,000 square feet of revetment mattress, 30,719 cubic yards of riprap rock, 173 cubic yards of boulders, 60 cubic yards of grout, 60 cubic yards of concrete, and 360 linear feet of storm sewer pipe. The total placement of fill will cover 299,390 feet (6.87 acres) of streambed and banks of Twelve Mile Creek. Trackhoes, bulldozers, and trucks will be used for the placement of the stabilization materials. The site will be accessed utilizing existing access roads, existing easements, and any required new temporary or permanent easements.

Action pertinent to WQC is required by CWA §401(a)(1), 33 U.S.C. §1251, et. seq. If conducted in accordance with the conditions prescribed herein, there is reasonable assurance that the discharge resulting from the proposed activities will not violate applicable water quality standards established under §303 of the CWA and §22-22-9(g), Code of Alabama (1975). By this letter all are hereby notified that CWA §401 WQC is granted. This WQC is limited to the approved activities as mentioned above and detailed in the final site plans attached to the December 17, 2019, USACE Joint Public Notice. This WQC terminates concurrently with the expiration of SAM-2019-00439-JCC, but in no case shall this WQC exceed a maximum of five years from the date the USACE issues the permit unless specifically authorized in response to a written request for same. Deviation from the approved project design **must not** be implemented without prior written notice and approval from the ADEM. Upon such notice, the Director may require the submission of additional information and/or a new permit application, and additional fees may be required.

In recognition that projects are site specific in nature and conditions can change during project implementation, the ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

ADEM certifies that there are no applicable effluent limitations under §301 and §302 nor applicable standards under §306 and §307 of the CWA in regard to the activities specified. However, regulations promulgated by the EPA requiring discharge permits for storm water runoff (i.e. NPDES permits) from individual and commercial facilities may be applicable. This WQC does not address the requirements of those regulations.

By accepting this WQC from the State of Alabama, any duly authorized employee of the ADEM or its contractors, or Attorney General or District Attorney must be allowed to enter upon the premises on which this project is occurring for the purposes of ascertaining compliance with ADEM's Administrative Code.

Liability and responsibility for compliance with this concurrence are not delegable by contract or otherwise. Any agent, contractor, subcontractor, or other person employed to work on the project must understand the approved project design and associated activities. Any violations of the ADEM's Administrative Code may be considered violations of this WQC and may result in an enforcement action.

This WQC only addresses potential discharges to state waters resulting from approved activities. This WQC does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations and in no way purports to vest in any person title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State that may be in anyone's possession. This WQC does not obviate the responsibility to acquire all other needed permits nor does this WQC, in any way, imply that the proposed activities comply with the requirements of any other jurisdictional entity nor does it imply that the project can or should be approved by any other jurisdictional entity.

This WQC is not transferable without prior written notice and approval of the ADEM.

Adherence to the following conditions is required in order to ensure protection of water quality.

1. Effective Best Management Practices (BMPs) must be implemented for prevention and control of nonpoint sources of pollutants, including sediment loss, originating on site during and after site development activities to prevent fill material from entering wetland areas and/or State waters in which disposal of fill has not been authorized by the ADEM. Effective erosion control measures, sediment control measures, and other site pollution management practices are required to be designed, implemented, and continually maintained consistent with the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas.
2. Appropriate BMPs to minimize turbidity impacts to the maximum extent practicable shall be implemented. Turbidity generated by the activity must not cause substantial visible contrast nor result in an increase of more than fifty (50) Nephelometric turbidity units above background in state waters. If turbidity generated from project exceeds acceptable levels, operations must cease until turbidity is restored to acceptable levels.
3. Upon the loss or failure of any treatment facility, BMP, or other management control measure as identified by responsible on-site staff during day-to-day construction operations or as identified by ADEM technical staff during facility inspections, work/activity and all discharges shall, where necessary to maintain compliance with this WQC, be suspended, halted, reduced, or otherwise controlled until effective treatment is restored.
4. Effective solid waste management practices shall be implemented at the site. All construction debris (e.g. excess construction materials, packaging material, trash, garbage, etc.) must be contained while on-site and regularly removed and disposed of in an approved manner. There shall be regular monitoring and removal of any construction debris or wastes from wetland areas, State waters, or adjacent offsite areas.
5. All materials used as fill shall be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris.

And finally, upon receipt of the USACE permit, make careful note of the expiration date. Expired permits cannot simply be reactivated or extended. If the project will not be completed prior to the expiration of the permit, the USACE and the ADEM must be notified - preferably 60 days before the permit expiration date. If the permit expires before regulated activities authorized therein are completed, a new permit application will have to be submitted to the resource agencies for a full review which will include but not be limited to: public noticing, resolution of public comments, and remittance of new project review fees. In this circumstance, work may have to cease until a new permit has been issued.

Contact the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. Allen Phelps is the Mobile-Coastal office contact for this project; he may be reached by phone at (251) 304-1176 or by e-mail at cap@adem.alabama.gov.

Sincerely,



Anthony Scott Hughes, Chief
Field Operations Division

cc: Jessica C. Comeaux, USACE, Jessica.C.Comeaux@usace.army.mil
DCNR Mailbox, DCNR, DCNR.Coastal@dcnr.alabama.gov

ASH/jsb/cap

File: 401WQ/8549

June 14, 2022

NICHOLAS AMBERGER
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602

RE: Langan Lake
Mobile County (097)

Dear Mr. Amberger:

Based on your request, coverage under **General NPDES Permit Number ALR10C2G1** is granted. The effective date of coverage is June 14, 2022.

Coverage under this permit does not authorize the discharge of any pollutant or wastewater that is not specifically identified in the permit and by the Notice of Intent.

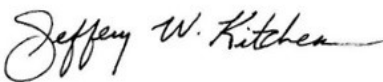
You are responsible for compliance with all provisions of the permit including, but not limited to, the performance of required inspections and/or monitoring, and the preparation and implementation of a Construction Best Management Practices Plan (CBMPP) required by the permit.

The Alabama Department of Environmental Management encourages you to exercise pollution prevention practices and alternatives at your facility. Pollution prevention will assist you in complying with permit requirements.

Prior to commencing land disturbance activities, the Department encourages you to view the video "Most Common Compliance Issues at Construction Sites" on the ADEM webpage at <https://www.youtube.com/watch?v=xG-SIIJ2Mgc>.

A copy of the General NPDES Permit under which coverage of your discharges has been granted is enclosed. If you have any questions concerning this permit, please contact Stephanie Fontaine by email at stephanie.fontaine@adem.alabama.gov or by phone at (334) 274-4249.

Sincerely,



Jeffery W. Kitchens, Chief
Water Division

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT

DISCHARGE AUTHORIZED: DISCHARGES FROM CONSTRUCTION ACTIVITIES THAT RESULT IN A TOTAL LAND DISTURBANCE OF ONE ACRE OR GREATER AND SITES LESS THAN ONE ACRE BUT ARE PART OF A COMMON PLAN OF DEVELOPMENT OR SALE

AREA OF COVERAGE: THE STATE OF ALABAMA

PERMIT NUMBER: ALR10C2G1

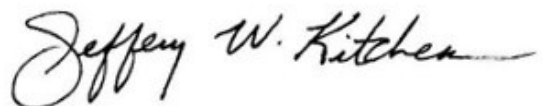
RECEIVING WATERS: ALL WATERS OF THE STATE OF ALABAMA

In accordance with and subject to the provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251-1378 (the "FWPCA"), the Alabama Water Pollution Control Act, as amended, Code of Alabama 1975, §§ 22-22-1 to 22-22-14 (the "AWPCA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the Permittee is hereby authorized to discharge into the above-named receiving waters.

ISSUANCE DATE: March 12, 2021

EFFECTIVE DATE: April 1, 2021

EXPIRATION DATE: March 31, 2026



Alabama Department of Environmental Management

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PART I: Coverage Under This General Permit

A. Permit Coverage

This permit authorizes, subject to the conditions of this permit, discharges associated with construction activity that will result in land disturbance equal to or greater than one (1) acre or from construction activities involving less than one (1) acre and which are part of a common plan of development or sale equal to or greater than one (1) acre occurring on or before, and continuing after the effective date of this permit, except for discharges identified under Part I.C. of the permit.

B. Eligibility

1. Allowable Stormwater Discharges

This permit authorizes the following stormwater discharges:

- (a) Stormwater associated with construction activities defined in Part I.A. of this permit;
- (b) The following stormwater discharges have been determined by the Director to require coverage under this permit:
 - (i) Sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, as determined by the Department;
 - (ii) Sites, irrespective of size, whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department.
- (c) Discharges from construction support activities provided:
 - (i) The support activity is solely related to the construction site covered under this permit;
 - (ii) The support activity is not an operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity at the construction project it supports;
 - (iii) The support activity is located in close proximity (two-mile radius) to the construction site covered under this permit, or as otherwise approved by the Department;
 - (iv) Stormwater controls are implemented in accordance with Part III for discharges from the support activity area; and
 - (v) Pollutant discharges from support activity areas are minimized to the maximum extent practicable and do not pose a reasonable potential to exceed applicable water quality standards.

2. Allowable Non-Stormwater Discharges

This permit authorizes the following non-stormwater discharges provided the non-stormwater component of the discharge is in compliance with Part III.D.:

- (a) Discharges from fire-fighting activities;
- (b) Fire hydrant flushings;
- (c) Water used to wash vehicles and equipment where detergents are not used;
- (d) Water used to control dust;
- (e) Potable water including uncontaminated water line flushings not associated with hydrostatic testing;
- (f) Routine external building wash down associated with construction that does not use detergents;
- (g) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used. The operator is prohibited from directing pavement wash waters directly into any surface water, storm drain inlet, or stormwater conveyance, unless the conveyance is connected to a sediment basin, sediment trap, or similarly effective control;
- (h) Uncontaminated air conditioning or compressor condensate associated with temporary office trailers and other similar buildings;
- (i) Uncontaminated, non-turbid discharges of ground water or spring water;
- (j) Foundation or footing drains where flows are not contaminated with process materials such as solvents; and
- (k) Landscape irrigation.

C. Exempt Discharges

1. Coverage under this permit is not required for the following:
 - (a) Animal feeding operation (AFO) or concentrated animal feeding operation (CAFO) construction activity that has been granted NPDES registration coverage pursuant to Chapter 335-6-7;
 - (b) Normal agricultural; and
 - (c) Silvicultural activities.
2. Coverage under this permit is not required for discharges associated with minor land disturbing activities such as the following:
 - (a) Home gardens or individual home landscaping;
 - (b) Home repairs and/or maintenance;
 - (c) Fence installation or maintenance;
 - (d) Directional boring, hand hole digging; and
 - (e) Guardrail, shoulder, and minor improvements associated with roadway pavement resurfacing.

D. Prohibited Discharges

The following discharges associated with construction are not authorized by this permit:

1. Stormwater discharges that are mixed with sources of non-stormwater unless such stormwater discharges are:
 - (a) In compliance with a separate NPDES permit, or
 - (b) Determined by the Department not to be a contributor of pollutants to waters of the State.
2. Stormwater discharges currently covered under another NPDES permit;
3. Discharges from coal/metallic mining, dry processing, wet processing, and areas associated with these activities;
4. Wastewater from washout of concrete, unless managed by an appropriate control (Wastewater from Concrete Batch Plants are prohibited unless such discharges are authorized by and in compliance with a separate NPDES permit);
5. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
6. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
7. Soaps or solvents used in vehicle and equipment washing;
8. Discharges from dewatering activities, including discharges of ground water or accumulated stormwater from dewatering of trenches, excavations, foundations, vaults, or other similar points of accumulation, unless managed by appropriate controls;
9. Discharges to surface waters from sediment basins or impoundments, unless an outlet structure that withdraws water from the surface, unless infeasible, is utilized;
10. Discharges where the turbidity of such discharge will cause or contribute to a substantial visible contrast with the natural appearance of the receiving water;
11. Discharges where the turbidity of such discharge will cause or contribute to an increase in the turbidity of the receiving water by more than 50 NTUs above background. For the purposes of determining compliance with this limitation, background will be interpreted as the natural condition of the receiving water without the influence of man-made or man-induced causes. Turbidity levels caused by natural runoff will be included in establishing background levels;
12. Discharges of any pollutant into any water for which a total maximum daily load (TMDL) has been finalized or approved by EPA unless the discharge is consistent with the TMDL;
13. Discharges to waters listed on the most recently approved 303(d) list of impaired streams unless the discharge will not cause or contribute to the listed impairment; and
14. Toxic or hazardous substances from a spill or release.

PART II: Notice of Intent (NOI) Requirements

A. Deadlines for Notices of Intent

Any person wishing to obtain coverage under this general permit shall submit an NOI in accordance with the following schedule:

1. Any person wishing to be permitted to discharge under this general permit shall submit a complete NOI and appropriate fee prior to the initiation of construction activity;
2. Any Permittee authorized to discharge under the 2016 NPDES Construction General Permit, who wishes to continue to discharge upon the expiration of that permit, shall submit a complete NOI to be covered by this reissued General Permit. Such NOI shall be submitted at least 30 days prior to the expiration date of the 2021 NPDES Construction General Permit; and
3. Failure of the Permittee to submit a complete NOI for reauthorization under this permit at least 30 days prior to the previous permit's expiration will void the automatic continuation of the authorization to discharge under that permit as provided by ADEM Admin. Code r. 335-6-6-.06. Should the permit not be reissued for any reason prior to its expiration date, Permittees who failed to meet the 30-day submittal deadline will be illegally discharging without a permit after the expiration date of the 2016 NPDES Construction General Permit.

B. Continuation of the Expired General Permit

If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the ADEM Administrative Code Chapter 335-6-6 and remain in force and in effect if the Permittee submits an updated and complete NOI meeting the requirements of Part II.C. at least 30 days prior to the expiration of this permit. Any Permittee who was granted permit coverage prior to the expiration date will automatically remain covered by the continued permit until the earlier of:

1. Reissuance or replacement of this permit, at which time the Permittee must comply with the Notice of Intent conditions of the new permit to maintain authorization to discharge; or
2. Issuance of an individual permit; or
3. A formal permit decision by the Department not to reissue this general permit, at which time the Permittee must seek coverage under an alternative general permit or an individual permit.

C. Contents of the Notice of Intent (NOI)

1. The NOI shall include:
 - (a) The correct fee pursuant to ADEM Admin. Code R. 335-1, Fee Schedule D;
 - (b) A general description of the construction activity for which coverage is desired, which shall be in sufficient detail to allow the Department to determine that the stormwater and non-stormwater discharges are included in the authorized discharges category of this general permit;
 - (c) The latitude and longitude, to the nearest second, for the entrance to the construction site, each outfall for which coverage under this general permit is desired. For the purposes of this requirement the entrance to the construction site will be identified as the primary point of access by normal vehicle traffic. For linear projects, the latitude and longitude, to the nearest second, should be provided for the starting and ending point of the project boundaries;
 - (d) Identification of the waterbodies receiving discharges for which coverage under this general permit is desired;
 - (e) A portion or copy of a recent map or series of maps (e.g., USGS quadrangle map or LIDAR contour map) at an appropriate contour interval, including perennial, intermittent, and ephemeral streams/lakes/springs/wetlands. Several maps/pages may be necessary depending on the size and scope of the project;
 - (f) The map(s) at a minimum must include the following, which should be clearly identified (please include a key for symbols and a scale) on the map(s):
 - (i) Site/project boundaries;
 - (ii) Proposed permit boundaries;
 - (iii) Property boundaries (non-linear project only);
 - (iv) Area(s) of disturbance;
 - (v) One (1) mile radius;
 - (vi) Entrance(s)/Exit(s);

- (vii) Outfall(s);
 - (viii) Receiving stream(s); and
 - (ix) Begin and End Project Locations (Linear project only).
- (g) A current plat map for subdivisions and/or common plans of development or sale;
 - (h) A facility contact person, address, and phone number for the site to be covered under the general permit.
 - (i) For priority construction sites, the NOI must be accompanied by a copy of the CBMPP prepared and certified by a Qualified Credentialed Professional (QCP) as required by Part III.E.
 - (j) The number of estimated disturbed acres and total site acreage.
 - (k) The estimated start and completion dates of project.
 - (l) Provide a list of all treatment chemicals anticipated to be used at the site, including the most recent published Safety Data Sheets (SDS) and the dosage(s) to be used and the location(s) where these materials will be applied. If this information is not known at the time of the NOI submittal, the information shall be submitted to the Department through an information update as timely as possible and update the CBMPP as required by Part III.E.5.
2. The NOI shall be signed by a person meeting the requirements for signatories under ADEM Admin. Code r. 335-6-6-.09, and the person signing the NOI shall make the certification required for submission of documents under ADEM Admin Code r. 335-6-6-.09(4).
 3. The NOI shall be signed by a QCP and shall have the following certification statement: "I certify under penalty of law that a comprehensive Construction Best Management Practices Plan (CBMPP) for the prevention and minimization of all sources of pollution in stormwater and authorized related process wastewater runoff has been prepared under my supervision for this site/activity, and associated regulated areas/activities. The CBMPP meets the requirements of this permit and if properly implemented and maintained by the operator, discharges of pollutants in stormwater runoff can reasonably be expected to be effectively minimized to the maximum extent practicable according to the requirements of ADEM Administrative Code r. 335-6-6-.23 and this Permit. The CBMPP describes the erosion and sediment control measures that must be fully implemented and regularly maintained as needed at the permitted site in accordance with sound sediment and erosion control practices to ensure the protection of water quality."

D. Submittal of Documents

The Permittee must complete and submit the NOI electronically, using the Department's Alabama Environmental Permitting and Compliance System (AEPACS), unless the Permittee submits in writing valid justification as to why the electronic submittal process cannot be utilized and the Department approves in writing the utilization of hard copy submittals. The AEPACS can be accessed at the following link: <http://adem.alabama.gov/AEPACS>. Permit requests for initial issuance and modifications of the existing permit should all be submitted through the AEPACS system.

E. Additional Permittees (Co-Permittee) Under a Single NOI

Multiple operators conducting regulated land disturbances in a common plan of development may jointly submit an NOI. An NOI covering multiple operators must include a site plan clearly describing each operator's areas of operational control.

F. Authorization to Discharge

1. Except as otherwise limited by Part II.F.2 or II.F.3, the operator is authorized to discharge in accordance with the requirements of this permit upon the Department's receipt of a complete and timely NOI which meets the requirements of this permit and ADEM Admin. Code r. 335-6-6-.23.
2. Coverage under this permit is conditionally granted, and the requirement to submit an NOI is suspended for governmental agencies and utilities for construction activity associated with immediate and effective emergency repairs and response to natural disasters, human health or environmental emergencies, or to avert/avoid imminent, probable, or irreparable harm to the environment or severe property damage. The operator or controlling/participating federal, State, or local government agencies/entities conducting emergency construction activity shall document the emergency condition, ensure compliance with the requirements of this permit to the extent possible, and shall notify the Department as promptly as possible regarding the occurrence of the emergency construction disturbance and measures that have been implemented and are being implemented to protect water quality. Unless the requirement to obtain a permit pursuant to the requirements of this permit are suspended or voided by the Director on a categorical or individual emergency basis, the operator shall submit the appropriate project information, NOI, and the required application fee for construction or reconstruction activity after emergency repairs have been accomplished, according to a schedule acceptable to the Department.

3. For priority construction sites, the operator is authorized to discharge thirty (30) days from the Department's receipt of a complete and technically adequate NOI and CBMPP meeting the requirements of Parts II.C. and III.E, unless, within thirty (30) days from the Department's receipt of the NOI, the Department notifies the operator that additional time is needed to review the NOI and CBMPP. Where the operator receives such notification from the Department, that operator may not discharge until the Department formally acknowledges receipt of a complete and technically adequate NOI and CBMPP.

PART III: Stormwater Pollution Prevention Requirements

The stormwater control requirements in this Part are the technology-based, non-numeric effluent limitations and conditions that apply to all discharges from construction projects eligible for coverage under this permit. These requirements apply the national effluent limitations guidelines and new source performance standards found at 40 CFR Part 450.

Where the requirements in this Part are stricter than any corresponding federal, State, or local requirements, the requirements in this permit take precedence.

A. Erosion Controls and Sediment Controls

The Permittee shall design, install, and maintain effective stormwater controls, erosion controls, and sediment controls appropriate for site conditions. To meet this requirement, the following factors shall be accounted for in designing controls:

1. The nature of stormwater runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features;
2. Control stormwater volume and velocity within the site to minimize soil erosion;
3. Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of points of discharge;
4. The soil series and range of soil particle sizes expected to be present on the site;
5. Complete installation of stormwater controls by the time each phase of construction activities has begun;
 - (a) By the time construction activity in any given portion of the site begins, install and make operational any downgradient sediment controls (e.g., buffers, perimeter controls, storm drain inlet protection, etc.) that control discharges from the initial site clearing, grading, excavating, and other earth-disturbing activities; and
 - (b) Following the installation of these initial controls, install and make operational all stormwater controls needed to control discharges prior to subsequent earth-disturbing activities.
 - (c) The requirement to install stormwater controls prior to each phase of construction activities for the site does not apply to the earth disturbance associated with the actual installation of these controls. Operators should take all reasonable actions to minimize the discharges of pollutants during the installation of stormwater controls.
6. Ensure that all stormwater controls are properly implemented, maintained, and remain in effective operating condition during permit coverage and are protected from activities that would reduce their effectiveness;
7. Minimize the amount of soil exposed and the duration of exposure during construction activity through the use of project phasing, sequence of construction, or other appropriate techniques;
8. Provide and maintain a 25-foot natural riparian buffer around surface waters as discussed in detail in Part III.B.;
9. Implement measures or requirements to achieve the pollutant reductions consistent with a TMDL finalized or approved by EPA. Applicable TMDLs are located and/or can be accessed at the following link:
<http://adem.alabama.gov/programs/water/approvedTMDLs.htm>
10. Minimize the disturbance of steep slopes;
11. Minimize sediment discharges from the site;
12. Minimize the generation of dust through the appropriate application of water or other dust suppression techniques;
13. Minimize all stream crossings;
14. Minimize sediment track-out:
 - (a) Use appropriate stabilization techniques at all construction entrances and exits onto paved roads;
 - (b) Restrict vehicle use to properly designated entrances and exits;
 - (c) Implement and maintain additional track-out controls as necessary to ensure that sediment removal occurs prior to vehicle exit; and
 - (d) Sediment that has been tracked-out from site onto paved roads, sidewalks, or other paved areas outside of site boundaries should be removed by the end of the same business day and/or normal operating hours. Removal shall be by sweeping, shoveling, or vacuuming the surfaces. Removal by hosing or sweeping tracked out sediment into any stormwater conveyance, storm drain inlet, or water of the State is prohibited.

15. Protect storm drain inlets, where applicable:
 - (a) Install storm drain inlet protection measures that remove coarse sediment particles from discharges prior to entry into any storm drain inlet that routes stormwater flow from the site and/or to a water of the State to further prevent sediment discharges; and
 - (b) Clean, remove, and replace protection measures as sediment accumulates as often as is necessary to ensure full effectiveness of protection measures and/or that performance is not compromised.
16. Direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;
17. Minimize soil compaction.
18. Preserve and protect topsoil for use in vegetation establishment;
19. Manage stockpiles or land clearing debris composed, in whole or in part, of sediment and/or soil:
 - (a) Locate the stockpiles outside of any natural buffers established under Part III.B., and away from any stormwater conveyances, storm drain inlets, and areas where stormwater flow is concentrated;
 - (b) Install a sediment barrier along all downgradient areas;
 - (c) Stockpiles that will not be used for 13 days or more, provide cover or appropriate temporary stabilization;
20. Sediment basin, impoundments, or detention/retention basins used as a sediment basin during construction shall be installed and stabilized prior to commencement of other construction activities:
 - (a) Locate the basin or impoundment outside of any water of the State;
 - (b) Design basin or impoundment to provide appropriate storage for 3,600 cubic feet per acre drained;
 - (c) Utilize outlet structures that withdraw water from the surface of the sediment basin or impoundment;
 - (d) Use erosion controls and velocity dissipation devices to prevent erosion at inlets and outlets; and
 - (e) Remove accumulated sediment to maintain at least one-half of the design capacity and conduct all other appropriate maintenance to ensure basin or impoundment remains in effective operating condition.
21. Treatment chemicals (e.g. polymers, flocculants, coagulants):
 - (a) Use conventional erosion and sediment controls before and after the application of treatment chemicals. Treatment chemicals may only be applied where treated stormwater is directed to a sediment control practice (e.g., sediment basin, perimeter control) that allows for on-site particle settlement before final discharge;
 - (b) Select appropriate treatment chemicals. Chemicals must be appropriately suited to the soil likely to be exposed during construction and present in the discharges being treated (i.e., the expected turbidity, pH, and flow rate of the stormwater flowing into the chemical treatment system or area);
 - (c) Ensure proper chemical storage of all treatment chemicals, such as in leak-proof containers, spill proof pallets, covered storage, or in secondary containment designed and maintained to minimize the potential discharge of treatment chemicals in stormwater or by any other means; and
 - (d) Use chemicals in accordance with good engineering practices and specification of the chemical provider/supplier. Use treatment chemicals and chemical treatment systems in accordance with dosing specifications and sediment removal design specification provided by the provider/supplier of the applicable chemicals.
22. Additional Design Requirements
 - (a) Sediment control measures, erosion control measures, and other site management practices must be properly selected based on site-specific conditions and must meet or exceed the technical guidance outlined in the Alabama Handbook and the site-specific CBMPP prepared in accordance with Part III.E;
 - (b) Unless specified otherwise by the Alabama Handbook, sediment control measures, erosion control measures, and other site management practices shall be designed and maintained to minimize erosion and maximize sediment removal resulting from a 2-year, 24-hour storm event.; and
 - (c) The Permittee is encouraged to design the site, the erosion prevention measures, sediment control measures, and other site management practices with consideration of minimizing stormwater runoff, both during and following construction, including facilitating the use of low-impact development (LID) and green infrastructure. The Alabama Low Impact Development Handbook for the State of Alabama (LID Handbook) can be found at the following link: <http://adem.alabama.gov/programs/water/waterforms/LIDHandbook.pdf>

B. Provide Natural Riparian Buffers or Equivalent Sediment Controls

Natural riparian buffer requirements apply to all waters of the State adjacent to construction sites or contained within their overall project boundary. A 25-foot natural riparian buffer zone adjacent to all waters of the State at the construction site shall be preserved, to the maximum extent practicable, during construction activities at the site. The natural riparian buffer should be preserved between the top of stream bank and the disturbed construction area. The water quality buffer zone aids in the protection of waters of the State (e.g., perennial and intermittent streams, rivers, lakes, wetlands) located within or immediately adjacent to the boundaries of the project. Natural riparian buffers are not primary sediment control measures and should not be relied on as such. The natural riparian buffer requirement applies to new construction sites, or new additional acreage not previously covered by the initial permit.

1. Compliance Alternatives

- (a) Provide and maintain a 25-foot undisturbed natural riparian buffer;
 - (i) If land disturbances are located 25 feet or farther from surface water, then compliance with this alternative has been achieved.
 - (ii) Rehabilitation and enhancement of a natural riparian buffer is allowed, if necessary, for improvement for its effectiveness of protection of the waters of the State.
 - (iii) Any preexisting structures (e.g., buildings, parking lots, roadways, utility lines, structures, impervious surfaces) are allowed in the natural riparian buffer; provided the Permittee retains and protects from disturbance any additional natural buffer area contained within the natural riparian buffer but outside the preexisting structures footprint.
 - (b) Provide and maintain an undisturbed natural riparian buffer that is less than 25 feet and is supplemented by additional erosion and sediment controls, which in combination achieves the sediment load reduction equivalent to a 25-foot undisturbed natural riparian buffer;
 - (c) If it is infeasible to provide and maintain an undisturbed natural riparian buffer of any size, the Permittee must implement erosion and sediment controls that achieve the sediment load reduction equivalent to a 25-foot undisturbed natural riparian buffer;
 - (d) All discharges from the area of earth disturbance to the natural riparian buffer must first be treated by erosion and sediment control on the site. Velocity dissipation devices should be used if necessary to prevent erosion caused by stormwater within the natural riparian buffer;
 - (e) All compliance alternatives must be documented in the CBMPP and comply with all requirements. The natural riparian buffer boundary should be indicated on the site plan;
 - (f) Compliance alternatives must be maintained throughout the duration of permit coverage; and
 - (g) All natural riparian buffer areas should be delineated and clearly marked off with flags, tape, or similar marking device.
2. If there is no discharge of stormwater to waters of the State through the areas between the construction site and any waters of the State located within 25 feet of the construction site, compliance with this requirement is achieved;
 3. Where no natural riparian buffer exists due to preexisting development disturbances (e.g., buildings, parking lots, roadways, utility lines, structures, impervious surfaces) that occurred prior to the initiation of planning for the current development of the site, the Permittee is not required to comply with the requirements in this section, unless portions of the preexisting development will be removed;
 4. Where some natural riparian buffer exists but portions of the area within 25 feet of the waters of the State are occupied by preexisting development disturbances (e.g., buildings, parking lots, roadways, utility lines, structures, and impervious surfaces), the Permittee is required to comply with the requirements in this section. Only the portion of the buffer zone that contains the footprint of the existing “structure” is exempt from the natural riparian buffer. Activities necessary to maintain uses are allowed provided that no additional vegetation is removed from the natural riparian buffer;
 5. For “linear construction projects” the Permittee is not required to comply with the requirements in this section if site constraints (e.g., limited right-of-way) prevent the Permittee from meeting any of the compliance alternatives provided that, to the extent practicable, disturbances within 25 feet of the water of the State are limited and/or supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 25 feet of the waters of the State are provided. It must be documented in the CBMPP as to why compliance with this section is infeasible and describe any buffer width retained and/or supplemental erosion and sediment controls installed; and

6. The following disturbances within 25 feet of a water of the State are exempt from the requirements in this Part:
 - (a) Construction approved under a CWA Section 404 permit; or
 - (b) Construction of a water-dependent structure or water access area (e.g., pier, boat ramp, seawall, bridge, drainage structure, trail, etc.)

C. Soil Stabilization

The Permittee should minimize, as feasible, the area disturbed to maintain the natural soil cover for stability. The Permittee must stabilize the exposed bare soil portions of the site:

1. Implement and maintain stabilization measures (e.g., seeding protected by erosion controls until vegetation is established, sodding, mulching, erosion control blankets, hydromulch, gravel) that minimize erosion from exposed portions of the site.
2. Temporary stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) calendar days.
3. Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site.
4. The requirement to initiate stabilization immediately is triggered as soon as you know that construction work on a portion of the site is temporarily ceased and will not resume for more than thirteen (13) calendar days, or as soon as you know that construction work has permanently ceased. In the context of this provision, “immediately” means as soon as practicable, but no later than the end of the next business day, following the day when the construction activities have temporarily or permanently ceased.
5. Both temporary and permanent vegetation shall be completed as provided by the guidance in the Alabama Handbook.

D. Pollution Prevention Measures

The Permittee must design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:

1. Provide an effective means of minimizing the discharge of pollutants from equipment and vehicle washing, wheel wash water, concrete washout, washing applicators and/or containers used for stucco, paint, concrete, or other compounds/materials and other wash waters;
 - (a) Wash waters must be treated in a sediment basin or alternative control (e.g., sediment trap, filtration device, filter bags, or similar effective controls) that provides equivalent or better treatment prior to discharge;
 - (b) Liquid waste shall not be directly discharged into storm sewers;
 - (c) Washout and cleanout activities should be located as far away as possible from surface waters, natural buffer areas, stormwater inlets, and conveyances; and
 - (d) For storage of soaps, detergents, or solvents, provide either (1) cover (e.g., plastic sheeting or temporary roofs) to minimize exposure of these detergents to precipitation and to stormwater or (2) a similarly effective means designed to minimize the discharge of pollutants from these areas.
2. Provide an effective means of minimizing the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
 - (a) Provide either (1) cover (e.g., plastic sheeting or temporary roofs) to minimize exposure of these detergents to precipitation and to stormwater or (2) a similarly effective means designed to minimize the discharge of pollutants from these areas;
 - (b) Provide waste containers (e.g., dumpster, trash receptacle) of sufficient size and number to contain construction wastes;
 - (c) Locate waste containers as far away as possible from waters of the State and stormwater inlets or conveyances so that stormwater coming into contact with these activities cannot reach water of the State;
 - (d) For sanitary waste, position portable toilets so that they are on level ground and are located as far away as possible from waters of the State and stormwater inlets or conveyances; and
 - (e) Comply with all application and disposal requirements included on the fertilizer, pesticide, herbicide, or detergent label.

3. Provide an effective means of minimizing the discharge of pollutants caused by spills and leaks from, including but not limited to, vehicles, mechanical equipment, chemical storage, and refueling activities;
 - (a) Locating activities away from waters of the State and stormwater inlets or conveyances so that stormwater coming into contact with these activities cannot reach water of the State;
 - (b) Providing secondary containment and cover where appropriate;
 - (c) Ensure adequate supplies are available at all times to handle spills, leaks, and disposal of used liquids. Have a spill kit available on site and ensure personnel are available and trained to respond expeditiously in the event of a leak or spill; and
 - (d) Clean up spills or contaminated surfaces immediately (do not clean contaminated surfaces by hosing the area down) and eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.
4. Apply treatment chemicals at the site only where treated stormwater is directed to a sediment control (e.g., sediment basin, perimeter control) that allows for on-site particle settlement before final discharge.

E. Construction Best Management Practices Plan (CBMPP)

1. Except as provided by Part II.F.2, construction activity may not commence until a CBMPP has been prepared in a format acceptable to the Department and certified by a QCP as adequate to meet the requirements of this permit;
2. The NOI and CBMPP must be prepared in accordance with the requirements of this permit by the QCP prior to commencing construction at a new construction site or prior to continued construction at an existing construction site, or as otherwise required by the Director;
3. The Permittee shall properly implement and regularly maintain the controls, practices, devices, and measures specified in the CBMPP;
4. The CBMPP shall include:
 - (a) A general description of the construction site activity, including:
 - (i) The function of the construction site activity (e.g. residential subdivision, shopping mall, highway, etc.); and
 - (ii) Identification of all known operators of the construction site and the areas of the site over which each operator has control.
 - (b) A description of the intended sequence of major activities which disturb soils, including but not limited to, grubbing, excavation, and/or grading. The sequence shall be accomplished in a manner which minimizes the area disturbed at any one time and minimizes the duration that the areas are disturbed;
 - (c) Estimates of the total area expected to be disturbed by grubbing, excavation, and/or grading, including offsite borrow and fill areas (if areas are to be included in permit coverage);
 - (d) A detailed description (including but not limited to site specific dimensions, storage capacity, and drainage calculations are required for engineered BMPs) of the erosion controls, sediment controls, and management practices to be implemented at the site during each sequence of activity in accordance with Part III.A;
 - (e) A clear outline and identification of the 25-foot natural riparian buffer for all sites that discharge directly to waters of the State and where a water of the State lies within the boundaries of the project;
 - (f) A detailed description of controls needed to meet State water quality standards, waste load allocations, or other measures necessary for consistency with applicable TMDLs finalized or approved by EPA;
 - (i) Provide a calculation based on the control measures to be implemented for the pollutant of concern to confirm the controls as designed in the CBMPP meet the required percent reduction for the applicable TMDL;
 - (ii) Reduction capabilities shall assume the control measures have been appropriately installed and maintained. See Part III.L.2.
 - (g) A detailed description of BMPs needed to prevent or eliminate discharges of sediment and other pollutants of concern from priority construction sites;
 - (h) A description of temporary and permanent stabilization practices, including a schedule and/or sequence for implementation;
 - (i) A description of energy or flow velocity dissipation devices at discharge locations and along the length of any outfall channel;

- (j) Identification of all allowable sources of non-stormwater discharges listed in Part I.B.2, except for flows from firefighting activities that are or may be combined with stormwater discharges associated with construction activity at the site;
- (k) A description of the pollution prevention measures used to manage non-stormwater discharges;
- (l) A description of the best management practices to be installed during site construction and operated and maintained following final stabilization at sites where the post-construction volumes or velocities of stormwater runoff are significantly different from conditions existing prior to the construction activity;
- (m) A listing of all treatment chemicals to be used at the site, including Safety Data Sheets (SDS), the dosage(s) to be used and the location(s) where these materials will be used;
- (n) The most recent site topographic map (e.g. USGS quadrangle map or LIDAR contour map) at an appropriate contour interval, clearly showing:
 - (i) Sufficient detail to identify the location of the construction site;
 - (ii) Existing topography and drainage patterns and features, existing structures proposed roads, utilities, rights-of-way (ROWs), and waterbodies;
 - (iii) Drainage patterns and approximate slopes anticipated after major grading activities;
 - (iv) The external and internal (if subdivided) property boundaries of the project;
 - (v) Areas to be disturbed by excavation, grading, or other activities;
 - (vi) Identification of sediment control measures, erosion control measures, planned stabilization measures, and other site management practices;
 - (vii) Locations of all waters of the State within a one (1) mile radius of the site;
 - (viii) Locations of wetlands and riparian zones; and
 - (ix) Locations of all outfalls.
- (o) A description of procedures for:
 - (i) Sweeping or removal and proper disposal or utilization of sediment and other debris that has been tracked from the site or deposited from the site onto streets and other paved surfaces;
 - (ii) Removal and proper disposal or utilization of sediment or other pollutants that have accumulated in or near any sediment control measures, stormwater conveyance channels, storm drain inlets, or water course conveyance within or immediately outside of the construction site; and
 - (iii) Removal and proper disposal or utilization of accumulated sediment that has been trapped by sediment control measures at the site, in accordance with applicable maintenance requirements covered under this permit;
- (p) A description of the procedures for handling and disposing of wastes generated at the site, including, but not limited to, clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste.

5. Maintain an Updated CBMPP

- (a) The CBMPP shall be updated as necessary to address changes in the construction activity, site weather patterns, new TMDLs finalized or approved by EPA, new 303(d) listings approved by EPA, or manufacturer specifications for specific control technologies;
- (b) The CBMPP shall be amended if inspections or investigations by site staff or by local, state, or federal officials determine that the existing sediment control measures, erosion control measures, or other site management practices are ineffective or do not meet the requirements of this permit. All necessary modifications to the CBMPP shall be made within seven (7) calendar days following notification of the inspection unless granted an extension of time by the Department;
- (c) If existing sediment control measures, erosion control measures, or other site management practices prove ineffective in protecting water quality or need to be modified; or if additional sediment control measures, erosion control measures, or other site management practices are necessary to meet the requirements of this permit, implementation shall be completed as soon as possible, but not to exceed five (5) days of the observation or site inspection unless prevented by unsafe weather conditions. If unsafe weather conditions are present, they should be documented. If implementation before the next storm event is impracticable, then new land disturbance activities must cease until the modified or additional controls can be implemented; and

- (d) A copy of the CBMPP shall be maintained at the site during normal operating hours as defined by Part V of this permit when regulated land disturbing activities are occurring.

F. Spill Prevention, Control, and Management

1. The Permittee shall prepare, implement, and maintain a Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with 40 CFR Part 112 and ADEM Admin Code r.335-6-6-.12(r) for all applicable onsite petroleum storage tanks;
2. The Permittee shall prepare, implement, and maintain a SPCC Plan in accordance with ADEM Admin Code r.335-6-6-.12(r) for any stored pollutant(s) that may, if spilled, be reasonably expected to enter a water of the state or the collection system for a publicly or privately owned treatment works;
 - (a) The SPCC Plan(s) shall be maintained as a separate document or as part of the CBMPP Plan required in Part III.E. above;
 - (b) The Permittee shall implement appropriate structural and/or non-structural spill prevention, control, and/or management sufficient to prevent any spills of pollutants from entering a water of the State or a publicly or privately owned treatment works. The plan(s) must be consistent with the requirements of 40 CFR Part 112 and/or ADEM Admin Code r.335-6-6-.12(r). Any containment system used to implement this requirement shall be constructed of materials compatible with the substance(s) contained and of materials which shall prevent the contamination of groundwater and shall be capable of retaining 110 percent of the volume of the largest container of pollutants for which the containment system is provided;
 - (c) The Permittee shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks; and
 - (d) Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up, remediated, or be removed and disposed of in a Department approved manner.
3. Discharges of toxic or hazardous substances from a spill to other release or prohibited, consistent with Part I.D.
 - (a) Where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR 110, 40 CFR 117, or 40 CFR 302 occurs during a 24-hour period, the National Response Center (NRC) must be notified at (800) 424-8802, in accordance with the requirements of 40 CFR 110, 40 CFR 117, or 40 CFR 302 as soon as the Permittee has knowledge of the release; and
 - (b) Within five (5) calendar days of knowledge of the release, the Permittee must provide a description of the release, the circumstances leading to the release, and the date of the release.

G. Training

Unless the Permittee has employed or contracted with a QCP that performs duties as required by this permit, and the QCP is readily available and able to be present onsite as often as is necessary to ensure full compliance with the requirements of this permit, the Permittee shall ensure that:

1. At least one onsite employee shall be certified as a Qualified Credentialed Inspector (QCI) by completing an initial training and annual refresher training course through an ADEM-approved Qualified Credentialed Inspector Program (QCIP) conducted by a cooperating training entity;
2. The QCIP must be approved by the Department prior to use and provide training in the following areas:
 - (a) The applicable requirements of the Alabama NPDES rules;
 - (b) The requirements of this permit;
 - (c) The evaluation of construction sites to ensure that erosion controls and sediment controls designed and certified by a QCP detailed in a site-specific CBMPP are effectively implemented and maintained;
 - (d) The evaluation of conveyance structures, receiving waters, and adjacent impacted offsite areas to ensure the protection of water quality and compliance with the requirements of this permit; and
 - (e) The general operation of a turbidity meter or similar device intended for the measurement of turbidity.
3. Each individual holding a QCI Certification need not be on-site continuously and they may conduct site inspections at multiple sites permitted by them or their employer;
4. Each individual holding QCI certification shall obtain annual certification of satisfactory completion of formal refresher education or training regarding general erosion controls and sediment controls, the requirements of this permit, and the general operation of a turbidity meter or similar device intended for the measurement of turbidity. The refresher training

requirements, including but not limited to, appropriate curricula, course content, course length, and any participant testing, shall be subject to acceptance by the Director prior to use.

H. Inspection Requirements

1. Pre-Construction Observations

- (a) A pre-construction site inspection shall be conducted prior the placement of any BMPs, or the commencement of land disturbing activities.
- (b) Pre-construction site inspection shall consist of a complete and comprehensive inspection of the entire proposed construction site including all proposed areas of land disturbance, proposed areas used for storage of materials that may be exposed to precipitation, affected ditches, and other stormwater conveyances, as well as all proposed outfalls, receiving waters and stream banks to determine if there are pre-existing areas of concern.
- (c) Pre-construction inspections shall be conducted by the QCP, or by a qualified person under the direct supervision of a QCP;
- (d) The inspection shall be documented and made available to the Department upon request;
- (e) Pre-construction inspection shall include dated electronic photographic documentation of all areas described in paragraph (b) above; and
- (f) The Permittee shall maintain record of the pre-construction site inspection pursuant to Part IV.K.

2. Daily Observations

- (a) Each day there is activity at the site, the Permittee shall visually observe that portion of the construction project where active disturbance, work, or construction occurred to note any rainfall measurements occurring since the previous observation and any apparent BMP deficiencies in the area of active disturbance;
- (b) Such daily observations may be performed by appropriate site personnel; and
- (c) The Permittee shall maintain a log of all daily observations and record in such log any rainfall measurements and BMP deficiencies observed.

3. Site Inspections

- (a) Site inspections shall be performed by a QCI, QCP, or a qualified person under the direct supervision of a QCP;
- (b) A site inspection shall consist of a complete and comprehensive observation of the entire construction site including all areas of land disturbance, areas used for storage of materials that are exposed to precipitation, equipment storage and maintenance areas, affected ditches and other stormwater conveyances, as well as all outfalls, receiving waters, and stream banks to determine if, and ensure that:
 - (i) Effective erosion controls and sediment controls have been fully implemented and maintained in accordance with this permit, the site CBMPP, and the Alabama Handbook;
 - (ii) Pollutant discharges are being prevented/minimized; and
 - (iii) Discharges do not result in a contravention of applicable State water quality standards for the receiving stream(s) or other waters impacted or affected by the Permittee.
- (c) For non-linear projects, a site inspection shall be performed once each month and after any qualifying precipitation event since the last inspection, commencing as promptly as possible, but no later than 24-hours after resuming or continuing active construction or disturbance and completed no later than 72-hours following the qualifying precipitation event;
- (d) For linear projects, a site inspection shall be performed at least once a month and after any qualifying precipitation event since the last inspection, beginning as promptly as possible, but no later than 24-hours after resuming or continuing active construction or disturbance and completed no later than five (5) days after the qualifying precipitation event, on areas of active construction and/or where perennial vegetation has not been fully established, or meeting the definition of final stabilization;
- (e) A site inspection shall also be performed as often as is necessary until any poorly functioning erosion controls or sediment controls, non-compliant discharges, or any other deficiencies observed during a prior inspection are corrected and documented as being in compliance with the requirements of this permit;
- (f) On all active disturbance, dredging, excavation, or construction undertaken or located within the banks of a waterbody, including but not limited to, equipment/vehicle crossings, pipelines, or other transmission line installation, conveyor structure installation, and waterbody relocation, streambank stabilization, or other alterations, a site inspection shall

be performed at least once a week and as often as is necessary until the disturbance/activity impacting the waterbody is complete and reclamation or effective stormwater quality remediation is achieved;

- (g) The inspection shall be recorded in a written format acceptable to the Department. The inspection record shall include:
- (i) The site name and location, date and entry/exit time, outfall identification(s), date, time and exact place of any turbidity sampling performed;
 - (ii) The name(s) of person(s) who performed the inspection and/or obtained any turbidity samples or measurements;
 - (iii) The analytical results of any samples or measurements performed;
 - (iv) A description of any sampling and analytical techniques or methods used, including source of method and method number;
 - (v) Weather conditions at the time of the inspection;
 - (vi) Description of any discharges of sediment or other pollutants from the site;
 - (vii) Locations of discharges of sediment or other pollutants from the site;
 - (viii) Locations of BMPs that need repair, replacement and/or maintenance;
 - (ix) Locations of BMPs that failed to operate as designed;
 - (x) Locations where BMPs required by the CBMPP are not installed or installed in a manner inconsistent with the CBMPP; and
 - (xi) Locations where additional BMPs are needed that did not exist at the time of the inspection. This requirement is applicable only to site inspections performed by a QCP or qualified persons under the direct supervision of a QCP.
- (h) Results of all required inspections shall be available for inspection no later than 15 days following the date of the inspection, monitoring, or sampling; and
- (i) Reports shall be legible and bear an original signature or in the case of electronic reports, an electronic signature.

4. CBMPP Evaluations

- (a) The QCP shall perform an onsite evaluation of all erosion and sediment controls being implemented for adequacy and consistency with site conditions;
- (b) The CBMPP evaluation shall be performed as often as necessary until poorly functioning or damaged erosion controls or sediment controls are corrected and, at a minimum, once every three (3) months for a priority construction site or once every six (6) months for non-priority construction site;
- (c) If, based on the CBMPP evaluation, the QCP identifies any needed modifications or additions to erosion and sediment controls, the CBMPP shall be updated in accordance with Part III.E.4; and
- (d) The Permittee shall maintain appropriate documentation of the CBMPP evaluation.

I. Corrective Action

- 1. Any poorly functioning erosion controls or sediment controls, non-compliant discharges, or any other deficiencies observed during daily observations or site inspections required under Part III.H, shall be corrected as soon as possible, but not to exceed five (5) days of the observation or site inspection unless prevented by unsafe weather conditions. If unsafe weather conditions are present, they should be documented.
- 2. In the event of a breach of a sediment basin/pond temporary containment measures shall be taken within 24 hours after the inspection. Permanent corrective measures shall be implemented within five (5) days of the inspection. However, if permanent corrective measures cannot be implemented within the timeframes provided herein the Permittee shall notify the Department; and
- 3. The operator shall promptly take all reasonable steps to remove, to the maximum extent practical, pollutants deposited offsite or in any waterbody or stormwater conveyance structure.

J. Suspension of Monitoring

Suspension of applicable monitoring and inspection requirements for phased projects or developments may be granted provided:

- 1. The Department is notified in writing at least thirty (30) days prior to the requested suspension;

2. The Permittee and the QCP certify in the request that all disturbance has been graded, stabilized, and/or fully vegetated or otherwise permanently covered, and that appropriate, effective steps have been and will be taken by the Permittee to ensure compliance with the requirements of this permit and commit that these measures will remain continually effective until the permit is properly terminated;
3. The request should be accompanied by a construction stormwater inspection report confirming permanent stabilization of all previously disturbed areas, including material storage areas, and associated support activities. In addition, photo documentation may be submitted for confirmation purposes; and
4. The Permittee notifies the Department in writing within fifteen (15) days prior to resumption of disturbance or commencement of the next phase of development and the Permittee complies with the requirements of this Permit prior to commencement of additional disturbance.

K. Precipitation Measurement

1. The Permittee shall measure and record all precipitation occurring at the construction site (including rainfall and snowfall). Precipitation measurements must be representative of the Permittee's site. Records shall be maintained and available for inspection.
2. Precipitation measurements should be read and recorded during normal operating hours, even if no precipitation occurs. To facilitate determination of a qualifying precipitation event, the measuring device or method should have a scale that is readable to 0.5 inches or smaller unit.
3. Recording of rainfall outside of normal operating hours may be read and recorded on the next business day and noted as "accumulated." If the outside of normal operating hours accumulation is greater than 0.75 inches, a qualifying rainfall event inspection must occur regardless of whether that accumulation occurred over 24 hours, as described in Part III.H.
4. Precipitation measurements shall be taken using one or more of the following:
 - (a) Continuous recorders,
 - (b) Daily readings of an onsite rain gauge,
 - (c) Daily readings of an offsite precipitation gauge located adjacent to or in close proximity (for non-linear projects a maximum one (1) mile distance) to the facility, or
 - (d) Other measurement devices acceptable to the Department (e.g., online resources).

L. Impaired Waters and Total Maximum Daily Load (TMDL) Waters

1. Permittees discharging from construction sites into waters included on the latest EPA Approved §303(d) List or designated by the Department as impaired.
 - (a) The Permittee must determine whether the discharge from any part of the construction site contributes directly or indirectly to a waterbody that is included on the latest EPA Approved §303(d) List or designated by the Department as impaired.
 - (b) If the construction site discharges either directly or indirectly to a waterbody included on the latest EPA Approved §303(d) List or designated by the Department as impaired, then the CBMPP must detail the BMPs that are being utilized to control discharges of pollutants of concern associated with the impairment of the waterbody.
 - (c) The Permittee must demonstrate the discharges, as controlled by the Permittee, and in conjunction with the implementation of the CBMPP, do not cause or contribute to the impairment of the waterbody.
 - (d) If during this permit cycle a new EPA Approved §303(d) List is published, or Department designation, includes any waterbody into which the construction site discharges, the Permittee and QCP must review the CBMPP and the site to determine if existing BMPs are sufficient and discharges do not cause or contribute to the impairment of the waterbody. If existing BMPs are not sufficient to achieve this demonstration, the Permittee must, within sixty (60) days following the publication of the latest final §303(d) List, Department designation, or the effective date of this permit, submit a revised CBMPP detailing new or modified BMPs. The CBMPP must be revised as directed by the Department and the new or modified BMPs must be implemented within ninety (90) days from the publication of the latest final §303(d) list or Department designation.
2. Permittees discharging from construction sites into waters with EPA-Approved TMDLs and/or EPA-Established TMDLs
 - (a) The Permittee must determine whether its construction site discharges to a waterbody for which a TMDL has been established or approved by EPA.
 - (b) If a construction site discharges into a water body with an EPA approved or established TMDL, then the CBMPP must include BMPs targeted to control the discharges of pollutants of concern and to meet the assumptions and requirements

of the TMDL. If additional BMPs will be necessary to meet the requirements of the TMDL, the CBMPP must include a schedule for installation and/or implementation of such BMPs.

- (c) If, during this permit cycle, a TMDL is approved by EPA or a TMDL is established by EPA for any waterbody into which a construction site discharges, the Permittee must review the applicable TMDL to see if it includes requirements for control of storm water discharges from the construction site.
- (d) If it is found that the Permittee must implement specific allocations of the TMDL, it must assess whether the assumptions and requirements of the TMDL are being met through implementation of existing BMPs or if additional BMPs are necessary. The CBMPP must include BMPs targeted to meet the assumptions and requirements of the TMDL. If existing BMPs are not sufficient, the Permittee must, within sixty (60) days following the approval or establishment of the TMDL by EPA, submit a revised CBMPP detailing new or modified BMPs to be utilized along with a schedule of installation and/or implementation of such BMPs. Any new or modified BMPs must be implemented within ninety (90) days, unless an alternate date is approved by the Department, from the establishment or approval of the TMDL by EPA.

PART IV: Standard and General Permit Conditions

A. Duty to Comply

1. The Permittee must comply with all terms and conditions of this permit. Any permit noncompliance constitutes a violation of the AWPCA and the FWPCA and is grounds for: enforcement action, termination, or suspension of coverage under this permit; denial of a NOI for renewal; a requirement that the Permittee submit an application for an individual NPDES permit.
2. For any violation(s) of this Permit, the Permittee may be subject to a civil penalty as authorized by the AWPCA, the FWPCA, and Code of Alabama 1975, §§22-22A-1 et. seq., as amended, and/or a criminal penalty as authorized by Code of Alabama 1975, §22-22-1 et. seq., as amended.
3. The discharge of a pollutant from a source not specifically identified in the NOI to be covered under this Permit and not specifically included in the description of an outfall (where applicable) in this permit is not authorized and shall constitute noncompliance with this permit.
4. Nothing in this Permit shall be construed to preclude or negate the Permittee's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals.

B. Duty to Reapply

1. The Permittee authorized to discharge under this General Permit, who wishes to continue to discharge upon the expiration of this permit, shall submit a NOI to be covered by the reissued General Permit. Such NOI shall be submitted at least 30 days prior to the expiration date of this General Permit.
2. Failure of the Permittee to submit a complete NOI for reauthorization under this permit at least 30 days prior to the permit's expiration will void the automatic continuation of the authorization to discharge under this permit as provided by ADEM Admin. Code r. 335-6-6-.06. Should the permit not be reissued for any reason prior to its expiration date, Permittees who failed to meet the 30-day submittal deadline will be illegally discharging without a permit after the expiration date of the permit.

C. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce construction activities in order to maintain compliance with the conditions of the permit.

D. Duty to Mitigate

The Permittee shall take all reasonable steps to mitigate or prevent any violation of the permit or to minimize or prevent any adverse impact of any permit violation.

E. Proper Operation and Maintenance

The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities only when necessary to achieve compliance with the conditions of this permit.

F. Permit Modification, Revocation and Reissuance, Suspension, and Termination

1. During the term of this General Permit the Director may, for cause, and subject to the public notice procedure of ADEM Administrative Code r. 335-6-6-21, modify or revoke and reissue this General Permit. The causes for this action include the causes listed below:
 - (a) When the Director receives any information that was not available at the time of permit issuance and that would have justified the application of different permit conditions at the time of issuance;
 - (b) When the standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued;
 - (c) Upon failure of the state to notify, as required by Section 402(b)(3) of the FWPCA, another state whose waters may be affected by a discharge;
 - (d) When the level of discharge of any pollutant which is not limited in the permit exceeds the level which can be achieved by the technology based treatment requirements appropriate to the discharge under 40 CFR 125.3(c)(1994);

- (e) To correct technical mistakes, such as errors in calculations, or mistaken interpretations of the law made in determining permit conditions;
 - (f) When the permit limitations are found not to be protective of water quality standards; or
 - (g) For any applicable cause set forth in 40 CFR Sections 122.61, 122.62, 122.63, and 122.64 (1994).
2. Subject to the public notice procedures of rule 335-6-.6-21, the Director may terminate this General Permit during its term for any of the causes for modification listed in ADEM Admin Code r. 335-6-6-.23(7)(a).
 3. The Director may terminate coverage of a discharge under this general permit for cause. Cause shall include, but not be limited to, noncompliance with Department rules; or a finding that the general permit does not control with wastewater discharge sufficiently to protect water quality or comply with treatment-based limits applicable to the discharge.
 4. Any person may petition the Director for withdrawal of this General Permit authority from a discharger. The Director shall consider the information submitted by the petitioner and any other information he may be aware of and may obtain additional information from the discharger and through inspections by Department staff and shall decide if coverage should be withdrawn. The petitioner shall be informed of the Director's decision and shall be provided a summary of the information considered.

G. Property Rights

This permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of federal, state, or local laws or regulations, nor does it authorize or approve the construction of any physical structures or facilities or the undertaking of any work in any waters of the State or of the United States.

H. Duty to Provide Information

1. The Permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and re-issuing, suspending, or terminating this permit or to determine compliance with this Permit. The Permittee shall also furnish to the Director upon request, copies of records required to be kept by this Permit.
2. The Permittee shall inform the Director in writing of any change in the Permittee's mailing address or telephone number or in the Permittee's designation of a facility contact or officer having the authority and responsibility to prevent and abate violations of the AWPCA, the Department's rules and the terms and conditions of this permit no later than ten (10) days after such change. Upon request of the Director, the Permittee shall furnish an update of any information provided in the NOI.
3. If the Permittee becomes aware that it failed to submit any relevant facts in the NOI; or submitted incorrect information in the NOI; or in any report to the Director, it shall promptly submit such facts or information with a written explanation for the mistake and/or omission.
4. All information and/or documents required to be submitted to the Department by this general permit shall be submitted via the AEPACS, which can be accessed at the following link, <http://adem.alabama.gov/AEPACS>, or delivered to the following address: Alabama Department of Environmental Management Water Division, Stormwater Management Branch, Post Office Box 301463, Montgomery, Alabama 36130-1463, or 1400 Coliseum Boulevard, 36110-2400, Montgomery, Alabama.

I. Inspection and Entry

The Permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to:

1. Enter upon the Permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this Permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Permit; and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the AWPCA, any activities, substances or parameters at any location.

J. Noncompliance Notification

1. The Permittee must notify the Department if, for any reason, the Permittee's discharge:
 - (a) Potentially threatens human health or welfare;
 - (b) Threatens fish or aquatic life;
 - (c) Causes an in-stream water quality criterion as stated in ADEM. Admin. Code Ch. 335-6-10 to be exceeded;
 - (d) Does not comply with an applicable toxic pollutant effluent standard or prohibition established under Section 307(a) of the FWPCA, 33 U.S.C. §1317(a); or
 - (e) Contains a quantity of a hazardous substance which has been determined may be harmful to the public health or welfare under Section 311(b)(4) of the FWPCA, 33 U.S.C. §1321(b)(4).
2. The Permittee shall orally report the occurrences, describing the circumstances and potential effects of such discharge to the Director no later than 24-hours after the Permittee becomes aware of the occurrence of such discharge. In addition to the oral report, the Permittee shall submit to the Director a written report as provided in Part IV.J.3 below, no later than five (5) days after becoming aware of the occurrence of such discharge.
3. The written report shall be in a format acceptable to the Department and shall include:
 - (a) A description of the noncompliant event, its cause, if known, and location;
 - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (c) A description of the steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence.

K. Retention of Records

1. The Permittee shall retain records of all inspection records, monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete such reports, for a period of at least three (3) years from the date of the inspection, sample measurement, or report. This period may be extended by request of the Director at any time. If litigation or other enforcement action, under the AWPCA and/or the FWPCA, is ongoing which involves any of these records, the records shall be kept until the litigation is resolved.
2. All records required to be kept for a period of three (3) years shall be kept at the permitted facility or an alternate location identified to the Department in writing and shall be available for inspection upon request.

L. Signatory Requirements

The NOI and all reports or information submitted to the Director shall be signed and certified according to the requirement of ADEM Admin Code r. 335-6-6-.09. Where required by this Permit, documents will also be signed by a QCP or QCI.

M. Transfers

This Permit may not be transferred without notice to the Director and subsequent modification or revocation and reissuance of this Permit. In the case of a change in name, ownership, or control of the Permittee's premises, a request for permit modification in a format acceptable to the Director is required within fifteen (15) days of the change occurring.

N. Bypass

Any bypass of erosion controls, sediment controls, or any other stormwater management/treatment controls specified in the CBMPP is prohibited except as provided by ADEM Admin Code r. 335-6-6-.12(m).

O. Upset

1. Effect of an Upset. An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit limitation if the requirements of subparagraph 335-6-6-.12(n)2. are met.
2. Conditions Necessary for Demonstration of an Upset. A Permittee who wishes to establish the affirmative defense of an upset shall demonstrate through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and that the Permittee can identify the specific cause(s) of the upset;
 - (b) The treatment facility was at the time being properly operated;
 - (c) The Permittee submitted notice of the upset as required in subparagraph 335-6-6-.12(l)6.; and

(d) The Permittee complied with any remedial measures required under paragraph 335-6-6-.12(d).

3. Burden of Proof. In any enforcement proceeding the Permittee seeking to establish the occurrence of an upset has the burden of proof.

P. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

Q. Issuance of an Individual Permit

The Director may require the Permittee to obtain an individual permit for discharges covered by this permit in accordance with ADEM Admin. Code r. 335-6-6-.23(9).

R. Request for Individual Permit by General Permit Holder

1. Any person covered by this General Permit may apply for termination of coverage by applying for an individual NPDES permit.
2. A permit application submitted voluntarily or at the direction of the Director for the purpose of termination of coverage by this General Permit shall be processed in accordance with the rules found in ADEM Admin. Code Ch. 335-6-6 applicable to individual permits.

S. Termination of Coverage

1. The Director may suspend or terminate coverage under this permit for cause without the consent of the Permittee. Cause shall include, but not be limited to, noncompliance with this permit or the applicable requirements of Department rules, or a finding that this permit does not control the stormwater discharge sufficiently to protect water quality.
2. Voluntary Notice of Termination – Initiated by Permittee

The Permittee must submit a Notice of Termination (NOT) request electronically, using the Department's AEPACS at <http://adem.alabama.gov/AEPACS>, within thirty (30) days of one of the following conditions:

- (a) Final stabilization as defined in Part V has been achieved on all portions of the site;
 - (b) Another operator has assumed control over all areas of the site that have not achieved final stabilization and the new operator has submitted an NOI for coverage under this permit; or
 - (c) Coverage under an individual permit or alternative general permit has been obtained.
3. Content of the Voluntary Notice of Termination
 - (a) The Permittee name, permit number, and location of the site;
 - (b) Certification by the Permittee and the QCP that all construction activity covered by this permit has been completed, all temporary BMPs have been removed and final stabilization has been achieved; or
 - (c) Identification, including complete contact information, of the person that has assumed legal or operational control over the construction site.
 - (i) Loss of operational control does not relieve the operator from liability and responsibility for compliance with the provisions of this permit until the complete and correct request for termination is received by the Department.
 - (ii) Sale or transfer of operational responsibility for the site by the operator prior to the succeeding operator obtaining permit coverage required by this chapter does not relieve the operator from the responsibility to comply with the requirements of this permit.

T. Facility Identification

The Permittee shall post and maintain sign(s) at the front gate/entrance, and if utility installation, where project crosses paved county, State, or federal highways/roads, and/or at other easily accessible location(s) to adequately identify the site prior to commencement of and during NPDES construction until permit coverage is properly terminated. Such sign shall be legible and display the name of the Permittee, "ADEM NPDES ALR10" followed by the four-digit NPDES permit number, facility or project name, and other descriptive information deemed appropriate by the Permittee.

U. Schedule of Compliance

The Permittee shall achieve compliance with the requirements of this permit on the effective date of coverage under this permit.

V. Discharge of Wastewater Generated by Others

The discharge of wastewater generated by any process, facility, or by any other means not under the operational control of the Permittee or not identified in the application for this permit or not identified specifically in the description of an outfall in this permit is not authorized by this permit except as allowed by Part I.

W. Compliance with Water Quality Standards and Other Provisions

1. On the basis of the Permittee's application, plans, or other available information, the Department has determined that compliance with the terms and conditions of this Permit will assure compliance with applicable water quality standards. However, this Permit does not relieve the Permittee from compliance with applicable State water quality standards established in ADEM Admin. Code Ch. 335-6-10, and does not preclude the Department from taking action as appropriate to address the potential for contravention of applicable State water quality standards which could result from discharges of pollutants from the permitted facility.
2. Compliance with Permit terms and conditions notwithstanding, if the Permittee's discharge(s) cause(s) or contribute(s) to a condition in contravention of State water quality standards, the Department may require abatement action to be taken by the Permittee, modify the Permit pursuant to the Department's rules and regulations, or both.
3. If the Department determines, on the basis of any investigation, inspection, or sampling, that a modification of this Permit is necessary to assure maintenance of water quality standards or compliance with other provisions of the AWPCA or FWPCA, the Department may require such modification and, in cases of emergency, the Director may prohibit the noticed act until the Permit has been modified.

X. Civil and Criminal Liability

1. Tampering: Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained or performed under this Permit shall, upon conviction, be subject to penalties and/or imprisonment as provided by the AWPCA and/or the AEMA.
2. False Statements: Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this Permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished as provided by applicable State and federal law.
3. Permit Enforcement: This NPDES Permit is a Permit for the purpose of the AWPCA, the AEMA, and the FWPCA, and as such all terms, conditions, or limitations of this Permit are enforceable under State and federal law.
4. Relief From Liability: Except as provided in Part IV.M. (Bypass) and Part IV.N. (Upset), nothing in this Permit shall be construed to relieve the Permittee of civil or criminal liability under the AWPCA, AEMA, or FWPCA for noncompliance with any term or condition of this Permit.

Y. Oil and Hazardous Substance Liability

Nothing in this Permit shall be construed to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties to which the Permittee is or may be subject to under Section 311 of the FWPCA, 33 U.S.C. §1321.

Z. Availability of Reports

Except for data determined to be confidential under Code of Alabama 1975, §22-22-9(c), all reports prepared and submitted in accordance with the terms of this Permit shall be available for public inspection at the offices of the Department or the Department's electronic filing system (eFile) at <http://app.adem.alabama.gov/eFile/>. Effluent data shall not be considered confidential. Knowingly making any false statement in any such report may result in the imposition of criminal penalties as provided for in Section 309 of the FWPCA, 33 U.S.C. §1319, and Code of Alabama 1975, §22-22-14.

AA. Coastal Zone Management for Baldwin and Mobile Counties

1. Except for those activities described in Part IV.AA.2 below, this permit is conditionally consistent with the Alabama Coastal Area Management Plan (ACAMP) upon continued compliance with the ACAMP.
2. The Permittee shall obtain, as appropriate, a coastal permit or coastal consistency determination from the Department if any activity constitutes a use as described in ADEM Admin. Code r. 335-8-1-.08, 335-8-1-.09, 335-8-1-.10 or 335-8-1-.11.

BB. Removed Substances

Solids, sludges, or any other pollutants or other wastes removed in the course of treatment or control of stormwater shall be disposed of in a manner that complies with all applicable Department rules and regulations.

CC. Compliance with Statutes and Rules

1. This permit has been issued under ADEM Admin. Code Ch. 335-6-6. All provisions of this chapter, that are applicable to this permit, are hereby made a part of this permit. A copy of this chapter can be found on the ADEM website at: <http://adem.alabama.gov/alEnviroRegLaws/files/Division6Vol1.pdf>
2. This permit does not authorize the noncompliance with or violation of any Laws of the State of Alabama or the United States of America or any regulations or rules implementing such laws. FWPCA, 33 U.S.C. Section 1319, and Code of Alabama 1975, Section 22-22-14.

PART V: Definitions

2-year, 24-hour storm event means the maximum 24-hour precipitation event with a probable recurrence interval of once in two years as defined by the National Weather Service and Technical Paper No. 40, "Rainfall Frequency Atlas of the U.S.," May 1961, or equivalent regional or rainfall probability information developed there from.

24-hour precipitation event means that amount of precipitation which occurs within any 24-hour period.

AEMA means the Alabama Environmental Management Act, Code of Alabama 1975, §§ 22-22A-1, et seq.

Alabama Handbook means the current edition of the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, published by the Alabama Soil and Water Conservation Committee (ASWCC) at the time permit coverage is obtained.

ADEM means the Alabama Department of Environmental Management.

Agricultural Practices means practices commensurate with the size of the farming operation that are implemented in a manner that meet or exceed Natural Resources Conservation Service technical standards and guidelines, including but not limited to, farm ponds that are constructed for the primary purpose of irrigation and/or watering of livestock, terraces, grassed waterways, vegetative filter strips, cropland grade stabilization measures, drainage tiles, underground outlets, land leveling, dike/diversion structures, and other grade stabilization structures.

AWPCA means the Alabama Water Pollution Control Act.

Best Management Practices or BMPs means implementation and continued maintenance of appropriate structural and non- structural practices and management strategies to prevent and minimize the introduction of pollutants to stormwater and to treat stormwater to remove pollutants prior to discharge.

Borrow Area "Pit" means the activity of removing material (soil, gravel, sand) from one area to use in another area. For the purposes of this permit, this activity is solely in conjunction with the project requesting permit coverage and the material is not to be sold for profit. The borrow area and associated activity shall be located within a two-mile radius of the project requesting permit coverage to be considered as part of the project and will open and close with the project requesting permit coverage.

Chronic and Catastrophic Precipitation means precipitation events which may result in failure of the properly designed, located, implemented, and maintained BMPs or other structure/practices required by this permit. Catastrophic precipitation conditions means any single event of significant total volume, or of increased intensity and shortened duration, that exceeds normally expected or predicted precipitation over the time period that the disturbance is planned or is ongoing, as determined by the Department. Catastrophic conditions could also include tornadoes, hurricanes, or other climatic conditions which could cause failure due to winds or mechanical damage. Chronic precipitation is also that series of wet-weather conditions over a limited time-period which does not provide any opportunity for emergency maintenance, reinstallation, and corrective actions and which equals or exceeds the volume of normally expected or predicted precipitation for the time period that the disturbance is planned or is ongoing.

Common Plan of Development or Sale means any announcement or piece of documentation (e.g., sign, public notice, or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (e.g., boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.

Construction means any land disturbance or discharges of pollutants associated with, or the result of building, excavation, land clearing, grubbing, placement of fill, grading, blasting, reclamation, areas in which construction materials are stored in association with a land disturbance or handled above ground and other associated areas including, but not limited to, construction site vehicle parking, equipment or supply storage areas, material stockpiles, temporary office areas, and access roads. Construction also means significant pre-construction land disturbance activities performed in support or in advance of construction activity including, but not limited to, land clearing, excavation, removal of existing buildings, dewatering, and geological testing. For the purposes of this Permit, any activity related to mining operations is excluded.

Construction Activity means the disturbance of soils associated with clearing, grading, excavating, filling of land, or other similar activities which may result in soil erosion. For the purposes of this Permit, construction activity does not include mining operations, agricultural and silvicultural practices. However, construction activity does include the construction of agricultural buildings.

Construction Best Management Practices Plan (CBMPP) means any research, planning considerations, systems, procedures, processes, activities, and practices implemented for the prevention and/or minimization of pollutants in stormwater to the maximum extent practicable, and collection, storage, treatment, handling, transport, distribution, land application, or disposal of construction stormwater and onsite management of construction waste generated by the construction activity, and to comply with the requirements of this permit. The CBMPP shall be prepared and certified, and when necessary updated by a qualified credentialed professional (QCP) in accordance with the requirements of this permit.

Construction Site means any site regardless of size where construction or construction associated activity has commenced, or is continuing, and associated areas, including sites where active work is suspended or has ceased, until the activity is completed and effective reclamation and/or stormwater quality remediation has been achieved.

Construction Support Activity a construction-related activity that specifically supports the construction activity solely related to the construction site covered under this permit and involves earth disturbance or pollutant-generating activities of its own, and may include activities including but not limited to equipment staging yards, materials storage areas, excavated material disposal areas, and temporary borrow areas.

Construction Waste means construction and land disturbance generated materials, including but not limited to, waste chemicals, sediment, trash, debris, litter, garbage, construction demolition debris, land clearing and logging slash, or other materials or pollutants located or buried at the site prior to disturbance activity or that is generated at a construction site.

Control Measure refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the State.

CWA or The Act means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq.

Department means the Alabama Department of Environmental Management or an authorized representative.

Director means the Director of the Department or his designee.

Discharge, "[t]he addition, introduction, leaking, spilling or emitting of any sewage, industrial waste, pollutant or other waste into waters of the State." Code of Alabama 1975, §22-22-1(b)(8).

EPA refers to the U.S. Environmental Protection Agency.

Ephemeral Stream means a stream or portion of a stream which flows briefly in direct response to precipitation in the immediate vicinity and whose channel is at all times above the ground-water reservoir.

Facility see the definition for construction site

Final Stabilization means the application and establishment of the permanent ground cover (vegetative, pavements of erosion resistant hard or soft material, or impervious structures) planned for the site to permanently eliminate soil erosion to the maximum extent practicable. Established vegetation will be considered final if 100% of the soil surface is uniformly covered in permanent vegetation with a density of 85% or greater. Permanent vegetation shall consist of planted trees, shrubs, perennial vines; and/or an agricultural or a perennial crop of vegetation appropriate for the region and accomplished according to the Alabama Handbook. Final stabilization applies to each phase of construction.

FWPCA means the Federal Water Pollution Control Act

Green Infrastructure refers to systems and practices that use or mimic natural processes to infiltrate, evapotranspire (the return of water to the atmosphere either through evaporation or by plants), or reuse storm water or runoff on the site where it is generated.

Intermittent Stream means a stream where portions flow continuously only at certain times of the year. At low flow there may be dry segments alternating with flowing segments.

Linear Project means land disturbing activities conducted by an underground /overhead utility or highway department, including, but not limited to any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for utility communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas, and borrow/spoil sites associated with the linear project.

Low Impact Development or LID is an approach to the maintenance of predevelopment hydrology in land development (or re- development) that works with nature to manage storm water as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat storm water as a resource rather than a waste product.

Maximum extent practicable (MEP) means full implementation and regular maintenance of available industry standard technology and effective management practices, such as those contained in the Alabama Handbook and site-specific CBMPP, designed to prevent and/or minimize discharges of pollutants and ensure protection of groundwater and surface water quality.

Mining Operations shall mean all or any part of the process of recovering coal, lignite, iron, clay, sand, bauxite, gravel, ores, gold, marble or any other material or mineral by removal of such mineral from the surface or by removal or displacement of the strata or material which overlies such mineral deposits in its natural condition, and shall include but not be limited to the open-pit or open-cut method, the auger method, and the highwall mining method. For the purposes of this permit, mining operations are commercial operations that do not meet the definition of a construction support activity. Additionally, this permit does not cover pre-mining construction and land preparation, including but not limited to, clearing, grubbing, testing, and advanced prospecting in advance of mining activity/operations.

Minor Land Disturbing Activities means activities which will result in minor soil erosion such as home gardens or individual home landscaping, repairs, maintenance work, fences, routine maintenance and other related activities.

National Pollutant Discharge Elimination System "NPDES" means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits for the discharge of pollutants into waters of the State.

Natural Buffer (Riparian buffer) means a strip of dense undisturbed perennial native vegetation, either original or re-established, that borders streams and rivers, ponds and lakes, and wetlands. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential nutrients or pollutants from leaving the upland area and reaching surface waters. Natural buffers help stabilize streambanks and therefore are important in minimizing production of sediment from bank erosion. The importance increases in relation to the size of the stream. Buffer zones are most effective when stormwater runoff is flowing into and through the buffer zone as shallow sheet flow, rather than in concentrated form such as in channels, gullies, or wet weather conveyances.

Nephelometric Turbidity Unit or NTU means a numerical unit of measure based upon photometric analytical techniques for measuring the light scattered by fine particles of a substance in suspension.

New Construction Site means any initial construction or construction activity covered under this General Permit where the disturbance begins after the effective date of this permit. This includes subsequent phases of a previously permitted development.

Non-stormwater Discharges means discharges that do not originate from storm events. They can include, but are not limited to, discharges of process water, air conditioner condensate, non-contact cooling water, vehicle wash water, sanitary wastes, concrete washout water, paint wash water, irrigation water, or pipe testing water.

Normal Operating Hours means from 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding federal holidays established pursuant to 5 U.S.C. § 6103. Normal operating hours also include any time when workers are present or when construction activity is occurring, regardless of the particular day or time of day.

NOI means Notice of Intent.

Operator means any person or other entity that owns, operates, directs, conducts, controls, authorizes, approves, determines, or otherwise has responsibility for, or exerts financial control over the commencement, continuation, or daily operation of activity regulated by this permit. An operator includes any person who treats and discharges stormwater, or in the absence of treatment, the person who generates and/or discharges stormwater, or pollutants. An operator may include but may not be limited to, property owners, agents, general partners, LLP partners, LLC members, leaseholders, developers, builders, contractors, or other responsible or controlling entities.

Outfall means the location where stormwater in a discernible, confined and discrete conveyance leaves a facility or construction site prior to discharging into the receiving water.

Perennial Stream means a stream or portion of a stream that flows year-round, is considered a permanent stream, and for which base flow is maintained by ground-water discharge to the streambed due to the ground-water elevation adjacent to the stream typically being higher than the elevation of the streambed.

Permittee means a person to whom a permit has been issued.

Plan or Sale as included in the phrase “larger common plan of development or sale” is broadly defined to mean any announcement or documentation, sales program, permit application, presentation, zoning request, physical demarcation, surveying marks, etc., associated with or indicating construction activities may occur in an area.

Pollutant of concern refers to sediment, turbidity, and any other pollutant known or reasonably expected to be found in untreated discharges associated with the construction site.

Post-construction refers to any phase of construction where final stabilization has been achieved and all but minor construction activities have been completed. The term post-construction is not affected by the final operational status of the site or whether the site has been placed into operation according to its final intended use.

Priority construction site means any site that discharges to a waterbody which is listed on the most recently EPA approved 303(d) list of impaired waters for turbidity, siltation, or sedimentation, any waterbody for which a TMDL has been finalized or approved by EPA for turbidity, siltation, or sedimentation, any waterbody assigned the Outstanding Alabama Water use classification in accordance with ADEM Admin. Code r. 335-6-10-.09, and any waterbody assigned a special designation in accordance with ADEM Admin. Code r. 335-6-10-.10.

Qualified Credentialed Inspector or QCI means a permittee, permittee employee, or permittee designated qualified person who has successfully completed initial training and annual refresher Qualified Credentialed Inspection Program (QCIP) training, and holds a valid certification from a Department approved cooperating training entity. A QCI is familiar with current industry standards for erosion and sediment controls and able to inspect and assure that BMPs or other pollution control devices (silt fences, erosion control fabric, rock check devices, etc.) and erosion control efforts (grading, mulching, seeding, growth management, etc.) or management strategies have been properly implemented and regularly maintained. Such individual may not certify the CBMPP or modifications to the CBMPP.

Qualified Credentialed Inspector Program or QCIP means a Department approved program conducted by a cooperating training entity. Approved programs provide training in the requirements of the Alabama NPDES rules and regulations to ensure that QCP designed and certified BMPs detailed in a CBMPP are effectively implemented and maintained, and evaluation of conveyance structures, receiving waters and adjacent impacted offsite areas to ensure the protection of water quality and compliance with the requirements of this Permit.

Qualified Credentialed Professional or QCP means a licensed (in the State of Alabama) professional engineer (PE) or a Certified Professional in Erosion and Sediment Control (CPESC) as determined by EnviroCert International. Other registered or certified professionals eligible to be classified as a QCP include registered landscape architect, licensed land surveyor, registered geologist, registered forester, Registered Environmental Manager as determined by the National Registry of Environmental Professionals (NREP), or Certified Professional and Soil Scientist (CPSS) as determined by the Soil Science Society of America. The QCP shall be in good standing with the authority granting the registration or designation. The design and implementation of certain structural BMPs may involve the practice of engineering and require the certification of a professional engineer pursuant to Alabama law.

A qualified person under the direct supervision of a QCP refers to an individual who is an employee of the QCP or the QCP's firm, and is familiar with current industry standards for erosion and sediment controls. This individual is able to inspect and assure that BMPs or other pollution control devices (silt fences, erosion control fabric, rock check devices, etc.) and erosion control efforts (grading, mulching, seeding, growth management, etc.) or management strategies have been properly implemented and regularly maintained. Such individual may not certify the CBMPP or modifications to the CBMPP.

Qualifying precipitation event refers to any precipitation of 0.75 inches or greater in any 24-hour period.

Receiving Stream means the “waters” receiving a “discharge” from a construction site.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Silvicultural Operations:

Non-point source Silvicultural activities means activities such as nursery operations, site preparation, reforestation, and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance from which there is natural runoff.

Point source Silvicultural activities means any discernable, confined and discrete conveyance related to rock crushing, gravel washing, log sorting, or log storage facilities which are operated in conjunction with silvicultural activities and from which pollutants are discharged into waters of the State. Silvicultural point sources, excluding mining operations regulated pursuant to ADEM Administrative Code rule 335-6-9; 40 CFR Part 122.27 (1994).

Site means the land or water area where any facility or activity for which coverage under this permit is required is physically located or conducted, including adjacent land use in connection with the facility or activity. See also the definition of Construction Site.

State water quality standards refer to numeric and narrative standards set forth at ADEM Admin Code chaps. 335-6-10 and 335-6-11.

Steep Slope means a slope of 15% or greater.

Stormwater means runoff, accumulated precipitation, process water, and other wastewater generated directly or indirectly as a result of construction activity, the operation of a construction material management site, including but not limited to, precipitation, upgradient or offsite water that cannot be diverted away from the site, and wash down water associated with normal construction activities. Stormwater does not mean discharges authorized by the Department via other permits or regulations.

Stormwater control refers to any BMP or other method used to prevent or reduce the discharge of pollutants to waters of the State.

Surface water means a water of the State of Alabama as defined in ADEM Admin. Code R. 335-6-10-.02.

Temporary Stabilization means the application and establishment of temporary ground cover (vegetative, pavements of erosion resistant hard or soft materials, or impervious structures) for the purpose of temporarily reducing raindrop impact and sheet erosion in areas where final stabilization cannot be established due to project phasing, seasonal limitations, or other project related restrictions.

Total Maximum Daily Load or TMDL means the calculated maximum permissible pollutant loading to a waterbody at which water quality standards can be maintained. The sum of waste load allocations (WLAs) and load allocations (LAs) for any given pollutant.

Treatment Chemicals refers to polymers, coagulants, flocculants, or other chemicals used to reduce turbidity in stormwater. For the purposes of this permit, treatment chemicals are used to control erosion on soil or to enhance the sediment removal capabilities of sediment traps or basins. Common construction site polymers include polyacrylamide (PAM) and chitosan.

Treatment facility and treatment system means all structures which contain, convey, and as necessary, chemically or physically treat stormwater. This includes all pipes, channels, ponds, tanks, and all other equipment serving such structures.

TSS means the pollutant parameter Total Suspended Solids.

Turbidity means a condition of water quality characterized by the presence of suspended solids and/or organic material. Sources of turbidity include soil erosion, waste discharge, urban runoff, eroding streambanks, and excessive algal growth.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation. For purposes of this definition, Chronic and Catastrophic Precipitation constitutes an exceptional incident.

Waters of the State means "[a]ll waters of any river, stream, watercourse, pond, lake, coastal, ground or surface water, wholly or partially within the State, natural or artificial. This does not include waters which are entirely confined and retained completely upon the property of a single individual, partnership, or corporation unless such waters are used in interstate commerce." Code of Alabama 1975, §22-22-1(b)(2). "Waters" include all "navigable waters" as defined in §502(7) of the FWPCA, 33 U.S.C. §1362(7), which are within the State of Alabama.

Week means the period beginning at twelve midnight Saturday and ending at twelve midnight the following Saturday.

ALR100000 2021 PERMIT CHANGES

This general permit renewal contains the same basic framework of requirements as the 2016 permit. However, some language in this 2021 general permit renewal has been revised in order to clarify permit requirements, by streamlining and simplifying language throughout the permit to present the requirements in a generally more clear and readable manner. This structure should enhance operators' understanding of and compliance with the permit's requirements.

Although not inclusive of all changes to the permit, the following list contains notable changes:

Eligibility

Part I.B. Modified to clarify construction support activities covered by this permit.

Exempt Discharges:

Part I.C. Added this section to clarify language as to discharges associated with minor land disturbing activities are exempt from coverage under this permit.

Contents of the NOI:

Part II.C. Modified to remove the requirement to provide latitude and longitude for each point of discharge, added the requirement to provide the latitude and longitude of each outfall, clarify appropriate map submittal information, added requirement to provide a listing of all treatment chemicals anticipated to be used at the site including the Safety Data Sheets (SDS), the dosage(s), and location(s) where the materials are to be used. This information is needed to ensure that the materials are used in appropriate areas on-site and that associated stormwater is treated prior to discharge.

Submittal of Document:

Permit Part II.D. The Department has included the requirement that Notices of Intent (NOIs) for permit coverage shall be submitted electronically to the Department through the Alabama Environmental Permitting and Compliance System (AEPACS).

Additional Permittees (Co-Permittee) Under a Single NOI:

Part II.E. Added the term Co-Permittee to header to clarify this refers to multiple permittees.

Erosion Controls and Sediment Controls:

Part III.A. These requirements have been revised to include factors to consider when designing controls for the construction site to include; complete installation of stormwater controls by the time each phase of construction activities has begun; manage stockpiles or land clearing debris composed of sediment and/or soil; sediment basin, impoundment, or detention/retention basins used as a sediment basin during construction shall be installed and stabilized prior to commencement of other construction activity; and factors to consider regarding treatment chemicals.

Soil Stabilization

Permit Part III.C. This requirement was expanded to clarify the requirement to initiate stabilization immediately.

Best Management Practices Plan:

Part III.E. Added requirement to provide a calculation based on the control measures to be implemented, to confirm the controls, as designed in the CBMPP, will provide the required percent reduction to meet the TMDL.

Inspection Requirements:

Part III.H.4. The evaluation of the CBMPP shall be performed on an interval of every three (3) months for priority construction sites and every six (6) months for non-priority construction sites.

Precipitation Measurement:

Part III.K. Expanded to clarify when precipitation measurements should be read and recorded.

Impaired Waters:

Part III.L. Updated for clarity and readability.

Definitions:

Part V. The following definitions have been added to the draft permit: Agricultural Practices, Construction Support Activity, Facility, Intermittent Stream, Mining Operations, Stormwater Control, Treatment Chemicals, and Turbidity.

ATTACHMENT “I”

DAVIS-BACON GENERAL DECISION

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

----- (THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT) -----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.75 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2025.	

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$13.30 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 16.20 **	0.00
FORM WORKER.....	\$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55 **	0.00

IRONWORKER, REINFORCING.....	\$ 17.70 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.22 **	0.00
LABORER: Common or General.....	\$ 12.41 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.20 **	0.00
LABORER: Pipelayer.....	\$ 15.98 **	0.00
LABORER: Erosion Control.....	\$ 10.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.31 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.38 **	0.00
OPERATOR: Bulldozer.....	\$ 18.82	0.00
OPERATOR: Crane.....	\$ 25.82	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 17.45 **	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60 **	0.00
OPERATOR: Mechanic.....	\$ 19.16	0.00
OPERATOR: Milling Machine.....	\$ 15.79 **	0.00
OPERATOR: Oiler.....	\$ 16.83 **	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.54 **	0.00
OPERATOR: Roller.....	\$ 15.87 **	0.00
OPERATOR: Scraper.....	\$ 13.30 **	0.00
PAINTER (Brush and Roller).....	\$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger.....	\$ 14.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 14.58 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.04 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79 **	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.05 **	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

ATTACHMENT “J”

**Required Attachments for RESTORE Oil Spill Impact
Component Construction Contracts**

INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING:

1. **MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS:** Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in ADCNR Required Attachments Section of the Contract documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.
2. **DAVIS BACON AND RELATED ACTS:** The Davis-Bacon Act and Related Acts are applicable to construction activities under this Contract. The prime contractor, all sub- contractors, and all lower-tier sub-contractors must comply with the Davis-Bacon Act (40 USC. 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"). The Contract Work Hours and Safety Standards Act (29 CFR §5.5(b)) applies to this contract and the Copeland "Anti-Kickback" Act (40 USC. 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") also applies to all work performed.

Detailed information regarding compliance with the aforementioned labor standards is included in the ADCNR Required Attachments Section of the Contract Documents.

See Section VIII, Special Provisions, of the Contract Documents for the applicable prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of this wage determination, which may be superseded by addendum.

3. **DEBARMENT AND SUSPENSION:** All Bidders must obtain a SAM registration and Unique Entity Identifier (UBI) number that is required for any entity to bid on and get paid for federal contracts or to receive federal funds. See (*Provision (HJ, 2 CFR 200 Appendix II)*).

**CERTIFICATIONS RELATED
TO RESTORE ACT
DIRECT COMPONENT FUNDING**

CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

- 1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Alabama Department of Conservation and Natural Resources under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);
- 2) Any contract resulting from this bid (including subcontracts) will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;
- 3) Any contract awarded (including subcontracts) will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,
- 4) Any contract awarded (including subcontracts) is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).
- 5) Any contract awarded (including subcontracts) will be subject to the laws and regulations of the United States and the State of Alabama.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at <http://www.sam.gov>.

Bidders must register with SAM.gov AND obtain and activate a Unique Entity Identifier (UEI) prior to submitting a bid for this project. Each subcontractor will also be required to register with SAM.gov AND obtain and activate a UEI prior to beginning work on the project. Sam.gov registration must be maintained throughout the project period of performance.

The bidder must include a term or condition in all lower-tier covered transactions (i.e., subcontracts) that the transaction is subject to 31 CFR Part 19 - Governmentwide Debarment and Suspension (Nonprocurement).

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

PROGRAM-SPECIFIC TERMS AND CONDITIONS

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 is 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 C.F.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
- 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended. (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. Export Control

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

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

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

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

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

ADCNR SUBAWARD GRANT AGREEMENT



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
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August 27, 2024

MEMORANDUM

TO: Dr. Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD / me*
Deputy General Counsel

RE: Amendment No, 2 Subaward Agreement
City of Mobile- Three Mile Creek Watershed Restoration

Attached is the original of the above-referenced document, which has been fully executed. This office has kept a copy for our files and forwarded a copy to the Accounting Section.

Thank you.

JTD/hb

Attachment

cc: Accounting Section

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 Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 2 of an existing grant for State Expenditure Plan #16: Three Mile Creek Watershed Restoration, and to take all actions necessary to effectuate said Agreement, 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:

JUL 23 2024

A handwritten signature in blue ink, appearing to read "William S. Stimpson", is written over a horizontal line.

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

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 #16: Three Mile Creek Watershed Restoration” (hereinafter “Project”). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area’s fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0011-01-02. 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. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration.

This amendment executes the following action:

1. Adds \$8,795,178 in RESTORE funding for the construction contract for Task 1B, and
 2. Extends the period of performance and budget period to 7/31/2026.
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): GNSSP20AL0011
 - b. Federal Award Period of Performance: 09/09/2019-07/31/2026
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$23,710,040.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$23,866,000.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources

Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

- h. CFDA Number & Name: CFDA# 87.052 "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 twenty-three million, seven hundred ten thousand, forty and xx/100 dollars (\$23,710, 040.00)
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on September 9, 2019 and end on July 31, 2026.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties on September 9, 2019 and end on July 31, 2026 (hereinafter "Agreement Term").
- 6. BOYCOTT: In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

- 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

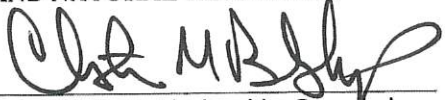
Jennifer Greene, Director, Program and Project Management
City of Mobile

P.O. Box 1827
Mobile, Alabama 36633
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. GNSSP20AL0011-01-02 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

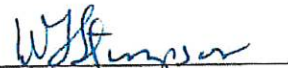

Christopher M. Blankenship, Commissioner

Date: 8-25-24

APPROVED LEGAL

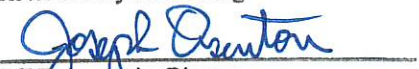


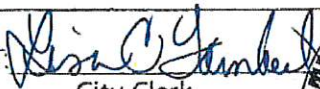
CITY OF MOBILE


William S. Stimpson, Mayor

Date: 7/25/24

Reviewed By Accounting


DCNR Accounting Director

ATTEST: 
City Clerk



AL-06/11/2024

Subrecipient Name: *City of Mobile*, UEI: *QV8KPHH9J8A3*

Title of Grant Project: *State Expenditure Plan #16: Three Mile Creek Watershed Restoration*

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);	GNSSP20AL0011
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-06/11/2024
(v.) Subaward Period of Performance Start and End Date;	09-09-2019 to 07-31-2026
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$23,710,040.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$23,710,040.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$23,710,040.00
(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 complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion

	and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(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 # <u>21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the, UEI: WLNMNKHKF5T1 is \$23,866,000.00
(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%.



March 18, 2024

ACCOUNTING MEMORANDUM

The following changes have occurred since the previously submitted subrecipient risk assessment.

- Taylor Harris resigned. Travis Marshall has been assigned to RESTORE projects. He is not new to the City of Mobile.
- The City of Mobile's Finance Director, Bob Holt, and Comptroller, Rebecca Christian, resigned in 2023. Richard Moore is our new Finance Director as of October 2023. Donna Bryars is our new Comptroller as of May 2023.

Thank you,

A handwritten signature in black ink, appearing to read 'Randy Threadgill', is written over the printed name.

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 Street: 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: 1814

Incorporated Date: January 20, 1814

Number of employees: 2,247

Unique Entity ID (UEI): QV8KPHH9J8A3 UEI Entity Information Sheet Attached: ☒ Yes ☐ No

EIN (Employee ID Number): 63-6001318

Fiscal Year (Month/Year): 09/24

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:	Travis Marshall
Title:	Accountant II
Telephone Number:	251 208-7972
E-mail Address:	Travis.marshall@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 09/2024	
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): The financial statement audit had a finding relevant to payables being understated from missed accruals and a receivable was overstated after a receipt.	
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 operate off reimbursements of actual costs. ☐ 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): The City has hired a new Comptroller, Donna Bryars, and a new Finance Director, Rick Moore.

Taylor Harris also resigned from the City. Travis Marshall is monitoring the grant programs and being closely supervised by Randy Threadgill.

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):

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

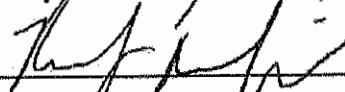
22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation: Timesheets certified by the employee and approved by the supervisor documenting days worked and hours spent on the project. Actual expenses from payroll reports are then derived from the timesheets and journaled onto the project to only record eligible expenses.

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: 

Printed Name: Randy Thready

Title: Deputy Comptroller

Subrecipient Entity: City of Mobile

Date: 3/4/2024

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: March 18, 2024
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: **March 18, 2024**

Information and Instructions Regarding the Subrecipient Risk Assessment

Once a project has been selected for implementation, and prior to grant application development, DCNR will conduct a risk assessment to determine a subrecipient's ability to carry out the project and comply with Federal and State Statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. The risk assessment will be performed by DCNR grant and accounting staff. Subrecipient staff, including grant management and financial/accounting staff will participate.

1. Before risk assessment, ADCNR will send the risk assessment checklist to subrecipient. Subrecipient will complete the checklist and send it back, attaching documents that support the answers in the questionnaire. Subrecipient will also send copies of the 2 most recent audits.
2. ADCNR schedules a date for in person site visit.
3. DCNR accounting staff will meet on site with subrecipient grant management and accounting staff to review checklist, adequacy of policies and procedures and identify any additional items needed.
4. ADCNR will sign the risk assessment and complete a cover letter providing detail on the results of the risk assessment and upload the documents to the granting agency.
5. The results of the risk assessment will determine the relative level of subrecipient oversight and monitoring. This is subject to change as the project progresses.
6. The completion of the risk assessment is not a guarantee that subrecipient policies and procedures are adequate or complete as they relate to compliance with applicable federal regulations and guidelines.
7. A subrecipient only needs to complete one risk assessment per year to cover all projects.
8. Risk assessments will be **UPDATED ANNUALLY**:
On an annual basis, subrecipient will complete the risk assessment checklist, and include a cover letter identifying any information that has changed, including changes or updates to grant and/or financial management policies and procedures, provide copies of any updates/changes. Subrecipient will also provide a copy of the most recent audit.



CITY OF MOBILE

Unique Entity ID QV8KPHH9J8A3	CAGE / NCAGE 496N7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 5, 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 Dec 8, 2023	Submission Date Dec 6, 2023	Initial Registration Date Jan 5, 2006
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jan 20, 1814	Fiscal Year End Close Date Sep 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

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**Point of Contact****Electronic Business**

✱

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER****205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States**

RANDY THREADGILL, DEPUTY COMPTROLLER

**205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States****Government Business**

✱

Donna Bryars, COMPTROLLER**205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States****LAURA ANGLE, GRANTS COMPLIANCE
MANAGER****205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States****Service Classifications****NAICS Codes**

Primary

Yes

NAICS Codes

921110

NAICS Title

Executive Offices**Disaster Response**

This entity does not appear in the disaster response registry.

CITY OF MOBILE

Policy #: COM-23-006

Effective Date: 6/12/2023

Supersedes: HR-001.1-05, HR-001-03

page 1 of 9

Leaves of Absence, Family and Medical Leave Act (FMLA), and Military Leave



PURPOSE

To establish policy and guidelines for employees of the City of Mobile when taking a leave of absence. This policy applies to all absences to include qualifying leave under the Family and Medical Leave Act (FMLA).

POLICY

The City of Mobile provides full-time employees with annual leave and sick leave accruals to provide time off work with pay. Should employees exhaust their accrued or accumulated time, they are to be considered on an unpaid leave of absence, or in a non-pay status.

Employees should request FMLA when their health condition or a family member's health condition requires them to be off work for more than three days, whether a paid leave or when in a non-pay status. An employee who requests a leave of absence from work must first use all accrued annual leave, and also accrued sick leave for medical absences, prior to the remainder of the absence being considered as an unpaid leave of absence. If the leave is not for FMLA purposes, all accumulated compensatory time must also be used prior to the leave becoming an unpaid leave of absence.

When an employee is off work without pay for an approved absence, their time is designated as Absence with Leave (AL). The first 80 hours of AL (112 hours for 56-hour employees) in a 12-month period is documented on a Daily Time Report. Any additional time off in a non-pay status must be requested on a ***Request for Absence with Leave without Pay*** form and approved by the employee's department head and Human Resources approving as the Appointing Authority/Mayor's designated representative.

Unapproved absences are documented as Absence without Leave (AWOL). Paid leave does not apply to these unexcused absences. Under Rule 3.3 of the Mobile County Personnel Board, an employee who is AWOL for 24 consecutive work hours will be subject to disciplinary action resulting in a suspension without pay for a minimum of 80 work hours (112 for 56-hour employees).

1. FAMILY AND MEDICAL LEAVE (FMLA)

The City of Mobile provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides unpaid, job-protected leave to covered employees in certain circumstances. Request FMLA leave if you or your family member experiences a serious health condition that requires you to

CITY OF MOBILE

Policy #: COM-23-006

Effective Date: 6/12/2023

Supersedes: HR-001.1-05, HR-001-03

page 2 of 9

Leaves of Absence, Family and Medical Leave Act (FMLA), and Military Leave



take time off work for more than 3 days. Steps to request FMLA is under the Notice of Leave section of the policy.

A. Eligibility

To qualify for leave under the FMLA, you must (1) have worked for the City of Mobile for at least 12 months, though it need not be consecutive; (2) worked or at least 1,250 hours in the last 12 months; (3) be employed at a work site that has 50 or more employees within 75 miles, and (4) have not exhausted your 12 weeks of FMLA in the past 12 months. When you request FMLA, your payroll clerk will provide you with a ***Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act***, form WH-381. If you have any questions about your eligibility for FMLA leave or have not received form WH-381, please contact the City's Human Resources Department.

B. Leave Policy

If eligible, you may take up to 12 or 26 weeks of family or medical leave, whichever is applicable based on your circumstances, within the relevant 12-month period defined below. While you are on FMLA leave, the City of Mobile will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working. When you are in a non-pay status, you should contact the City's Human Resources Departments about maintaining benefits that are paid through payroll deduction. Upon returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

C. Leave Entitlement

If eligible, you may take up to 12 weeks of unpaid FMLA in a 12-month period, which is defined by a "rolling" method that is measured backward from the date you use any FMLA leave, for any of the following reasons:

- The birth of a son or daughter and to care for such son or daughter (leave to be completed within one year of the child's birth);
- The placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- To care for a spouse, son, daughter, or parent with a serious health condition;

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- To care for your own serious health condition which renders you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty status or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

D. Both Spouses Employed by the City of Mobile

Spouses who are both employed by the City of Mobile and eligible for FMLA leave may be limited to:

- A combined total of 12 weeks of leave during the 12-month period if leave is requested: (1) for the birth of a son or daughter and to care for such son or daughter, (2) for the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed son or daughter; or (3) to care for an employee's parent with a serious health condition.
- A combined total of 26 weeks in a single 12-month period if the leave is either for (1) military caregiver leave; or (2) a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

E. Notice of Leave

FMLA is required to be used when requesting a leave of absence for more **than 3 days** for medical reasons for the employee or family member. This request should be made by the employee even if using paid leave (accrued sick or vacation) to be off work. If your need for FMLA leave is foreseeable, you must give the City of Mobile at least 30 days prior written notice. If this is not possible, you must at least give notice as soon as practicable (within 2 business days of learning of your need for leave).

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Steps to Request FMLA:

- Request leave (if going to be off work 3 days or more for medical reasons) from supervisor or payroll clerk.
- Your payroll clerk will give you a completed ***Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act***, form WH-381, that informs you of specific expectations, obligations, and consequences of failing to meet obligations concerning the use of FMLA. Contact the Human Resources Department if you or your payroll clerk have questions or need assistance with the form.
- Have medical provider complete either the ***Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act***, form WH-380-E, or the ***Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act***, form WH-380-F.
- Submit your completed FMLA Certification form to your Payroll Clerk or Human Resources by the deadline noted on the form.
- Human Resources will complete and submit to you and your payroll clerk a ***Designation Notice under the Family and Medical Leave Act***, form WH-382, to notify you that your FMLA leave request was approved, disapproved, or if more information is needed to make a determination.
- To report your absence for an FMLA reason, your payroll clerk will use the established FMLA reason codes for tracking time off for FMLA.

Submitting incomplete forms, not providing additional information as requested, or failure to return forms, may result in the delay of your FMLA-protected leave. When the need for leave is not foreseeable, you are expected to notify the City of Mobile within 2 business days of learning of your need for leave, except in extraordinary circumstances.

Additionally, if you are planning a medical treatment or a series of treatments, or you are taking military caregiver leave, you must consult with the City of Mobile first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the City of Mobile. The City of Mobile reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

F. Reporting While on Leave

When you are taking leave because of your own serious health condition or to care for a covered family member, you must contact the City of Mobile at least monthly regarding the status of the

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condition and your intention to return to work. In addition, you must give notice as soon as practicable (within 2 business days if feasible) if the dates of leave change, are extended, or initially were unknown.

G. FMLA Leave is Unpaid

FMLA leave is unpaid. You will be required to substitute any accrued and unused paid annual leave for unpaid FMLA leave as described below:

- If you request leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid annual leave will first be substituted for unpaid family/medical leave and run concurrently with FMLA leave. If you request leave for the birth of a child, you must use paid sick leave for the physical recovery period after the birth, and then must use all paid annual leave concurrently while you are on FMLA leave.
- If you request leave because of your own serious health condition, you must first use all accrued sick leave and annual leave before you will be eligible for unpaid leave. Such paid leave will run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA leave runs concurrently with other types of leave, for example, accrued annual leave that is substituted for unpaid FMLA leave, to the extent allowed by state law. If taking paid leave for an FMLA-qualifying leave, it is the City's policy to designate the paid leave as counting against your FMLA leave entitlement. You are required to notify your department head if the paid leave is for a reason covered by the FMLA so the City may properly account for the leave.

H. Medical and Other Benefits

During approved FMLA leave, the City of Mobile will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the City will deduct your employee contribution for health plan coverage as a regular payroll deduction. If your leave is unpaid, you must contact the City's Human Resources Department to make arrangements to pay your employee contribution. Be aware that non-payment or untimely payment of your employee contribution may result in the cancellation or discontinuation of your benefits.

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Leaves of Absence, Family and Medical Leave Act (FMLA), and Military Leave



I. Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave due to your serious health condition or your family member's serious health condition may be taken intermittently (not continuous but in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday). Such requests must be approved and supported by a certification from a health care provider. FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service. In addition, if you wish to use leave intermittently or to utilize a reduced work week for birth or adoption purposes, you will need to obtain department head approval for such use. The leave may not exceed a total of 12 work weeks over a 12-month period.

When leave is unpaid, the City of Mobile will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the City may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

J. Returning from Leave

When you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

K. State or Local Family and Medical Leave Laws and Other Policies

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by such laws, will apply.

2. MILITARY LEAVE

An employee who is an active member of the state National Guard, Naval Militia, Alabama State Guard organized in lieu of the National Guard, Civil Air Patrol, or any reserve component of the armed forces of the United States, excluding armed forces auxiliary groups, is entitled to a military leave of absence to engage in field or coast defense or other service ordered under the National Defense Act or of the federal laws governing the United States reserves.

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Leaves of Absence, Family and Medical Leave Act (FMLA), and Military Leave



- A. **Military Federal Service** is leave granted for **required military training** for weekend drill or **active duty** issued by and covered by the federal laws of the United States.
- B. **Military State Service** is leave granted when an employee is called to duty by the Governor to **active military service** in the State of Alabama or in the armed forces of the United States.
- C. In accordance with Rule 3.7 of the Mobile County Personnel Board, employees shall be granted leave of absence with pay for up to 168 hours per calendar for those employees employed on a 40-hour work week, and 235 hours per calendar year for those employees employed on a 56-hour work week. Paid leave is available for both Military Federal Service and for Military State Service. Any additional time off shall be granted as a leave of absence without pay or the employee may use accrued annual leave or accumulated compensatory time if approved by the department head.
- D. Military Orders from the employee's reserve unit specifying that the time off is for required training or active military duty must be received prior to receiving authorization for paid leave.

Requesting Military Leave:

- Submit to your department head a ***Request for Military Leave*** form with your military orders for required Military Federal Service or Military State Service leave for training or active duty deployment.
- When on Military Federal Service leave for training, you will be on paid military leave unless you have exhausted that year's allotment of paid military leave. You will be allowed to use accrued annual leave and/or accumulated compensatory time to continue your military leave as a paid leave. Sick leave cannot be used.
- When on leave for Military Federal Service or Military State Service for active duty deployment, you will be on paid military leave unless you have exhausted that year's allotment of paid military leave. You will be allowed to use accrued annual leave and/or accumulated compensatory time. Sick leave cannot be used. If you do not wish to use your annual leave or compensatory time, all leave time will be held on the books and available upon return to work. When you have been on military leave for active duty deployment for 30 days, you will be placed in an inactive status for the remainder of that leave. When you are released from military service, you must apply for re-employment to be returned to an active employment status.
- Upon return from active duty deployment, you must electronically submit a ***Return from Military Leave*** application to the Mobile County Personnel Board before returning to work which will place you on the Re-employment List. Coordinate your return-to-work date with your department.

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Leaves of Absence, Family and Medical Leave Act (FMLA), and Military Leave



3. MATERNITY LEAVE

A leave of absence by reason of pregnancy is considered Maternity Leave under Rule 3.9 of the Mobile County Personnel Board. Maternity leave is without pay and runs concurrently with FMLA Leave. This will be a paid leave when sick leave and annual leave are available. When paid leave is exhausted, you will be in a non-pay status. Maternity Leave can extend up to 3 months after the birth of your child. Upon return-to-work, you must submit a doctor's certification that you are physically able to resume the duties of your position.

4. SECONDARY CAREGIVER LEAVE

A 21-day unpaid leave of absence may be granted to a designated secondary caregiver for the care of a child obtained through a qualifying birth event or adoption. A secondary caregiver includes any person with whom the child lives who provides daily care to the child, and who acts as the child's "parent" whether they are a biological parent or not. A secondary caregiver can be the mother or father, or another family member such as a grandparent or older sibling. This will be a paid leave when annual leave and compensatory time are available.

5. MAINTAINING BENEFITS WHILE ON A LEAVE OF ABSENCE

You may maintain benefits coverage on the same basis as if you had continued to be actively at work. To maintain uninterrupted coverage, you will have to continue to pay the required Health Plan employee contribution by making arrangements for payment with the Human Resources Department. If your payment is more than 30 days overdue, your coverage will be cancelled.

If you pay premiums for a voluntary life insurance plan or other payroll deducted voluntary benefits, the City will continue making payroll deductions while you are on paid leave. When on unpaid leave and in a non-pay status, you must make payment arrangements with the benefit provider. Coverage may be cancelled for non-payment of the monthly premiums.

Taking a leave of absence will not be considered a break in service, however, the time you are on unpaid leave may not count as creditable service for retirement purposes.

6. MANDATORY ABSENCE FROM WORK

City of Mobile employees who are responsible for financial functions are required to take a continuous one-week mandatory absence from work each calendar year, either for vacation or other acceptable

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reasons. The one-week absence policy may be satisfied by any one or a combination of several ways: annual leave, compensatory time and, when applicable, business travel, sick leave, or military leave of absence. In the event an employee's only reason for absence is vacation, then consecutive vacation days must be taken, not split, to satisfy the mandatory absence policy. The employees will be notified of their status and made aware of this mandatory absence requirement.

The Executive Director of Finance will designate which positions must comply with the policy and is responsible for ensuring all designated employees follow the mandatory absence policy. Any exceptions to this policy must be made in writing and approved by the Executive Director of Finance.

Recommended by: <i>Leslie H. Rey</i> Leslie Hayes Rey Director of Human Resources Date: 6/12/2023	Reviewed by: <i>Joseph H. Snowden</i> Joseph H. Snowden Executive Director of Administrative Services Date: 6/12/2023
Approved by: James H. Barber <i>James H. Barber</i> Chief of Staff Date: 6/12/2023	Approved by: William S. Stimpson <i>William S. Stimpson</i> Mayor Date: 6/12/2023

CITY OF MOBILE	HOLIDAY PAY	POLICY #: HR-004.1-94 Effective Date: 1/1/2002
Human Resources Policy	Page 1 of 1	Supersedes HR-004-94 Dated 10/1/94

PURPOSE:

To provide guidelines for consistent practice in the use of and payment of holiday pay for merit system employees of the City of Mobile.

GENERAL:

1. Time worked on a city-designated holiday must be required, scheduled and pre-approved by the employee's direct supervisor. Department Heads are responsible for monitoring and justifying Holiday Pay to their Executive Director on a monthly basis.
2. Holiday work should only be performed when City services are required or other work-related emergencies occur. All employees are responsible for minimizing holiday pay costs. The following time worked will not be considered for holiday pay:
 - Time spent by employees on call who are provided with beepers so that their freedom of movement is not restricted.
 - Weekend and overnight travel, during non-working hours, unless work is actually being performed.
 - Commuting time, to and from work.
 - Voluntary participation in sporting and charity events, even if sponsored by the City.

Recommended by: Leslie Westerberg	Reviewed by: Christopher L. Lee	Approved by: Michael C. Dow
Date: 1/2/2002	Date: 1/7/2002	Date: 1/7/2002



PURPOSE

To establish a policy to address tardiness and the excessive use of leave for City of Mobile employees. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. This policy is intended to ensure efficient operations and the consistent application of use of leave.

POLICY

Punctual and regular attendance is an essential responsibility of each employee of the City of Mobile. Employees are expected to report to work as scheduled, on time, and prepared to start working. Employees are expected to remain at work for their entire work schedule. Employees are not allowed to use break periods to cover late arrival, early departure or add to a meal break to extend it, however, the use of accrued vacation or accumulated compensatory time may be used subject to supervisor approval.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA), or Military Leave protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

1. TARDINESS

Employees are expected to report to work on time and follow their department's guidelines on established starting times and break periods. Tardiness occurs whenever an employee reports to work after the scheduled start of the work day. If an employee cannot report to work as scheduled, they should notify their supervisor as required by their department's rules. Employees are not allowed to use paid breaks to cover the period of tardiness. (Example: An employee cannot use the paid 15-minute morning break to excuse reporting to work 15 minutes late.) Tardiness is considered as a one-half occurrence for the purpose of discipline under this policy, meaning two tardy occurrences are equal to one unapproved absence occurrence.

2. ABSENCE

Absence is defined as the failure of an employee to report for work when scheduled to work. An **Excused Absence** is when the employee provides sufficient notice and has leave approved per their department's policy and there is sufficient accrued leave to cover the time off, or when on an approved leave while in a non-pay status. An **Unexcused Absence** is when an employee does not follow their department call-in or approval process and may lead to disciplinary action using the following standards:

CITY OF MOBILE

Tardiness and Excessive Use of Leave

Policy #: COM-22-009

Effective Date: 8/1/2022

Supersedes: n/a

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- A. All vacation leave requests must be submitted to the employee's supervisor for review and approval and shall be scheduled as far in advance as reasonably practical. For extended leave (more than 2 consecutive days), employees shall plan their leave ahead of time and notify their supervisor of a desire to take leave at least a day (longer if possible) before it is to begin, absent unforeseen, prevailing circumstances. Not doing so will be reflected in service ratings. Supervisors may not grant the employee's leave if doing so will prevent them from completing their necessary assignments during the normal work day. Supervisors may limit the amount of leave that will be granted and leave will be granted on a first come first serve basis, excluding Public Safety departments that have established leave approval processes firmly in place.
- B. Sick leave, defined as "...an absence from duty by reason of illness of the employee; exposure to contagious disease; or, attendance upon members of the immediate family of the employee whose illness requires the care of such employee; or death in the immediate family of the employee" may be taken without advance notice. Immediate family includes the employee's spouse, and the employee's and spouse's parent, grandparent, sibling, child, and grandchild. Any full-time employee who uses 16 or more sick leave hours (48 sick leave hours for 56-hour employees) in a pay period for three consecutive pay periods, shall be required to provide their supervisor a written doctor's excuse for any subsequent use of sick leave for the next six pay periods. Failure to provide the doctor's excuse as requested may result in disciplinary action.
- C. Employees who take sick leave for days on which their requests for annual leave were denied must provide a written doctor's excuse for that sick leave absence. Repeated occurrences may result in disciplinary action.
- D. An employee who fails to attend work after having used all available leave will be in a non-pay status. When this occurs, the employee must as soon as practicable provide proof of an emergency or hardship. If a doctor's statement is submitted as such proof, it must state that the employee was unable to work during the entire period that the employee was absent without pay. As with all doctor's statements excusing an employee from work during an illness, it should state the beginning and ending date of this restriction from work.
- E. If an employee requests scheduled leave but taking it would put them in a non-pay status, they must request prior approval by using the Request for Absence With Leave Without Pay (AL) Form.

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Supersedes: n/a

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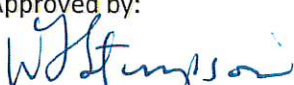


- F. Excessive use of leave will be reflected in an employee's service ratings and, because it indicates a lack of reliability, it may cause them to be recommended for exclusion from promotional consideration should they apply for a promotion within six months of the date of the last occurrence of leave in non-pay status.
- G. This policy is not meant to take precedence over the Family Medical Leave Act (FMLA), which allows employees up to 12 weeks of leave per year under certain circumstances for which they must first qualify.

3. DISCIPLINARY ACTION

If occurring within the 12-month period immediately preceding the date of the incident, the consequences for tardiness, unapproved absence, or for being in non-pay status without proof of an emergency or hardship, subject to the discretion of the supervisor to increase or reduce penalty based on extenuating circumstances, are as follows with the understanding that a pre-disciplinary hearing will be held prior to any suspension or dismissal:

- A. 1st – Documented Verbal Warning
- B. 2nd – Written Reprimand
- C. 3rd – Three Day suspension
- D. 4th – Fifteen Day Suspension
- E. 5th – Termination of Employment

Recommended by:  Leslie Hayes Rey Director of Human Resources Date: 8/1/2022	Reviewed by:  Joseph H. Snowden Executive Director of Administrative Services Date: 8/1/2022
Approved by:  James H. Barber Chief of Staff Date: 8/1/2022	Approved by:  William S. Stimpson Mayor Date: 8/1/2022

CITY OF MOBILE	FIXED ASSET POLICY	POLICY#: ACC-003-11 Effective Date: 5/10/2023
Accounting Policy	Page 1 of 5	Supersedes: n/a

I. POLICY

It is the policy of the City of Mobile to maintain accountability over all tangible fixed assets having a life exceeding one year and having per-unit cost of \$5,000 (including tax) or more. The Accounting Department shall maintain fixed assets records provided by the various city departments/funds, such records to be verified by a physical inventory at least every two years to be overseen by Accounting.

A. INFRASTRUCTURE ASSETS

In accordance with generally accepted accounting principles, the City records, at a minimum, "major" infrastructure assets as defined in generally accepted accounting principles that were acquired, constructed or significantly reconstructed, or that received significant improvements after June 30, 1980. Other infrastructure assets may be capitalized as deemed appropriate. The City does not use the "modified approach" to record infrastructure.

B. SUPPLIES INVENTORY

Supplies-on-hand or equipment with per item cost(s) of less than \$5,000 are not included as fixed assets. Supplies-on-hand and other assets treated as inventories are to be evaluated as inventory and subjected to annual inventory counts and reporting as part of a separate process.

C. LOST OR STOLEN ASSETS

Whenever an asset in the Fixed Asset System is missing and all efforts have failed to recover it, the controlling department/fund shall furnish documentation of the missing asset, obtain Department Head signed approval for deleting missing assets, and shall notify the Accounting Department, using the Fixed Asset Disposal/Transfer Form. The Accounting Department will remove the asset from the asset inventory.

D. DONATED ASSETS

If an asset is donated to the City and is other than cash, the estimated fair value will be determined, and it will be recorded as a fixed asset if the fair market value exceeds \$5,000 per item.

E. INTANGIBLE ASSETS

Intangible assets are those that lack physical substance, are non-financial in nature and the initial useful life extends beyond a single reporting period. In accordance with generally accepted accounting principles, the City reports and capitalizes its intangible assets as appropriate. Examples of intangible assets possessed by government entities include easements (i.e., the right to use land for a specific purpose, such as building a highway), use rights (e.g., the right to use a water source or to remove mineral or other resources from land), internally generated computer software, patents, and trademarks.

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II. FEDERAL GRANT REQUIREMENTS RELATED TO FIXED ASSETS

A. PROPERTY RECORDS

Must be maintained and include the following:

- (1) Description of the Property
- (2) Serial number or other identification number
- (3) Source of the property
- (4) Holder of the title
- (5) Acquisition date
- (6) Cost of the property
- (7) Percentage of Federal participation in the cost of the property
- (8) Location, use and condition of the property
- (9) Ultimate disposition data including the date of disposal and sale price of the property
- (10) If applicable, identification that the equipment is Federal property

B. EQUIPMENT AND OTHER CAPITAL ASSETS EXPENDITURES

"Capital Assets Expenditures" means expenditures for the acquisition cost of capital assets (equipment, buildings, land, etc.) or expenditures to make improvements to capital assets that materially increase their value or useful life.

"Equipment" means an article of non-expendable, tangible personal property having a useful life of more than one year and a per-item acquisition cost which equals or exceeds the lesser of the capitalization level established by the City for financial statement purposes, or \$5,000.

C. PHYSICAL INVENTORY

A physical inventory of all fixed assets must be taken and the results reconciled with the fixed assets system records at least once every two years.

D. CONTROL SYSTEM

A control system must be maintained to ensure adequate safeguards to prevent loss, damage, or theft of fixed assets. Any loss, damage, or theft shall be investigated.

E. ADEQUATE MAINTENANCE

Adequate maintenance procedures must be utilized to keep all fixed assets in proper condition.

F. PROPER SALES PROCEDURES

If a grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return

Accounting Dept. - 205 Government St., Rm 437, So. Tower-Mobile, AL 36602 - (251) 208-7407	Form 034 AC 003, May 2023
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and/or must adhere to the Uniform Grant Guidance or other laws or regulations.

G. DISPOSITION

1. *Equipment* - When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made subject to documentation of prior review and approval by the Grants Department as follows:
 - (a) If there is no known or detected noncompliance with the Uniform Grant Guidance or other laws or regulations, items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
 - (b) If there is no known or detected noncompliance with the Uniform Grant Guidance or other laws or regulations, items of equipment with a current per unit fair market value more than \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current fair market value or proceeds from sale by the awarding agency's share of the equipment.
2. *Real Property* - When real property is no longer needed for the originally authorized purpose, the City of Mobile must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
 - (a) If there is no known or detected noncompliance with the Uniform Grant Guidance or other laws or regulations, items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
 - (a) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal

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entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

- (b) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- (c) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property

H. DEPRECIATION AND USE ALLOWANCES

The computation of depreciation or use allowances shall be based on the acquisition cost of the assets involved (or fair market value where appropriate) allocated appropriately over the estimated useful lives of the fixed assets as determined by the Accounting Department in accordance with generally accepted accounting principles. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used.

Where the use allowance method is followed, the following general criteria apply:

- (1) The use allowance for buildings and improvements (including land improvements, such as paved parking areas, fences, and sidewalks)

Accounting Dept. - 205 Government St., Rm 437, Su. Tower-Mobile, AL 36602 - (251) 208-7407	Form 034 AC 003, May 2023
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CITY OF MOBILE	FIXED ASSET POLICY	POLICY#: ACC-003-11 Effective Date: 5/10/2023
Accounting Policy	Page 5 of 5	Supersedes: n/a

will be computed at an annual rate not exceeding two percent of acquisition costs.

- (2) The use allowance for equipment will be computed at an annual rate not exceeding 6 2/3% of acquisition cost.

Recommended by: Rebecca Christian, Comptroller

Reviewed by: Robert Holt, Executive Director of Finance  Robert Holt May 11, 2023 10:40 CDT	Reviewed by: James Barber, Chief of Staff  James Barber May 24, 2023 11:00 AM	Approved by: William S. Stimpson, Mayor  William S. Stimpson 2023.05.26 09:47:38 -05'00'
Date: 05/11/2023	Date: 05/24/2023	Date: 05/26/2023

Accounting Dept. - 205 Government St., Rm 437, So. Tower-Mobile, AL 36602 - (251) 208-7407	Form 034 AC 003, May 2023
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Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: 09/09/2019

Award Description/Title: State Expenditure Plan #16:Three Mile Creek Watershed Restoratio

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?

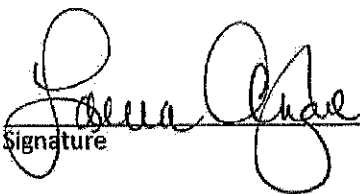
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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


Signature

Laura Angle

Typed Name of Signature


Title
Date 7/3/2024

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>July 30, 2024</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>S1P16-TMCR</u>
Federal Award Number:	<u>GNSSP20AL0011-01-02</u>

1. DATE ISSUED MM/DD/YYYY 06/11/2024		1a. SUPERSEDES AWARD NOTICE dated 05/15/2023 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. GNSSP20AL0011-01-02 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0011		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 09/09/2019		Through 07/31/2026	
7. BUDGET PERIOD MM/DD/YYYY From 08/01/2020		Through 07/31/2026	
8. TITLE OF PROJECT (OR PROGRAM) SEP #16: Three Mile Creek Watershed Restoration			

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 06/13/2024		10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11.m) 23,866,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 39,279.00		c. Less Cumulative Prior Award(s) This Budget Period 15,070,822.00	
b. Fringe Benefits 15,357.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 8,795,178.00	
c. Total Personnel Costs 54,836.00		13. Total Federal Funds Awarded to Date for Project Period 23,866,000.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
f. Travel 234.00		a. 2 b. 3 c. 4 d. 5 e. 6 f. 7	
g. Construction 0.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
h. Other 23,710,040.00		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
i. Contractual 87,872.00		a	
j. TOTAL DIRECT COSTS 23,852,782.00		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:	
k. INDIRECT COSTS 13,216.00		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.	
l. TOTAL APPROVED BUDGET 23,866,000.00		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.	
m. Federal Share 23,866,000.00			
n. Non-Federal Share 0.00			

REMARKS (Other Terms and Conditions Attached -



Yes



No

This amendment adds \$8,795,178 in RESTORE funding for the construction contract for Task 1B and extends the period of performance and budget period to 7/31/2026.

AUTHORIZING OFFICIAL:

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

Electronically Signed 06/14/2024

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMNKH-KF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP20AL0011	c. 6013 NONIN	d. \$8,795,178.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0011-01-
02

1. Amendment Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021),
AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

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

- ☒ BUDGET NARRATIVE

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

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY24 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 – GCCGWATERQUL

CAM 2 - GCCOTHERWSXX

CAM 3 - GCCPWATERRES

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$23,866,000.00	\$14,474,950.00	\$8,795,178.00	\$9,391,050.00	\$13,524,200 will be released for Task 1B when the SAC #4 – Pre-Construction Requirements has been cleared. \$711,800 will be released for Task 1B and \$238,950 for Task 3 when each SAC #6 – Inspection and Final Acceptance has been cleared (submission and acceptance by the

				Council of the fully executed Notice of Final Acceptance).
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SPECIAL AWARD CONDITIONS

The Special Award Conditions in the original grant award (grant # GNSSP20AL0011-01-00) and as revised in amendment 1 (grant # GNSSP20AL0011-01-01) remain in effect.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

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

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes
Task 1B Engineering and Design Plans	E&D plans stamped by a professional engineer
Contractor Procurement	New Contractor documentation
Task 1B and Task 3: Inspection and Final Acceptance	1. 10-Day Advanced Notice of Final Inspection 2. Signed Notice of Final Acceptance 3. Stamped and signed as-built drawings
Updates to the Observational Data Plan	1. Updated Observational Data Plan (ODP) 2. Observational Data Closeout Report.
Observational Data Management and Delivery	1. ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. 2. Final Project Geographic Information System (GIS) files.

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	7/1/20 to 12/31/2020	1/30/2021 (Received)
Financial Report	1/1/2021 to 6/30/2021	8/29/21 (Received)
Performance Report	7/1/2020 to 6/30/2021	7/30/21 (Received)
Financial & Performance Reports	7/1/2021 to 6/30/2022	8/29/2022 (Received)
Financial & Performance Reports	7/1/2022 – 6/30/2023	8/29/2023 (Received)
Financial & Performance Reports	4/1/2023 – 6/30/2024	8/29/2024
Financial & Performance Reports	7/1/2024 - 6/30/2025	8/29/2025
Final Financial & Performance Reports	7/1/2025 – 7/31/2026	11/28/2026

APPENDIX II TO 2 CFR PART 200:

**CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS**

APPENDIX II TO 2 CFR 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 USC 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 USC. 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 USC. 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 USC 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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 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 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 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 USC 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 USC 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.

(K) See §200.216.

(L) See §200.322.

**LABOR STANDARDS SUPPLEMENTARY
CONDITIONS TO THE
CONSTRUCTION CONTRACT**

LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

The project or program to which the construction work covered by this Contract pertains is funded in whole or in part by the United States of America. The following Federal Labor Standards provisions are included in this contract, as required by provisions applicable to such Federal assistance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of these Labor Standards Supplementary Conditions takes precedence over all provisions that may be inconsistent with said Labor Standards Supplementary Conditions. The following sections are included in these Labor Standards Supplementary Conditions:

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (29 CFR §5.5(a))

SECTION B: Contract Work Hours and Safety Standards Act (29 CFR §5.5(b))

SECTION C: 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 (*Anti-Kickback Regulations, Copeland Act*)

LISTING OF APPENDICES:

Appendix A – Davis-Bacon Poster (WH-1321)

Appendix B – U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

Appendix C – Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Appendix D – Request for Authorization of Additional Classification and Rate (SF-1444)

Appendix E – Labor Standards Interview Form (SF-1445)

Appendix F – Wage Determination

SECTION A: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

29 CFR §5.5(a)-Applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds ... and which is subject to the labor standards provisions of any of the acts listed in 29 CFR §5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.¹ The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

¹ Additional Wage Classifications can be requested by completing a REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444). A sample of SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the

contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number).

The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to

the applicant, sponsor, or owner, as the case may be, for transmission to ADCNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 CFR § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 CFR § 5.5 .

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR § 5.5 available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act Requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract².

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination and debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act Requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

² The requirements of 29 CFR Part 3 can also be found in Section C of these Supplementary Conditions.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B: Contract Work Hours and Safety Standards Act

29 CFR §5.5(b) – Applies to certain federally assisted construction contracts over \$100,000 subject to Davis-Bacon and Related Acts wage standards where the Federal Government is not a direct party.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or ADCNR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b),

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of 29 C.F.R. § 5.5(b).

SECTION C: 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Work Financed in Whole or in Part by Loans or Grants from the United States (*Anti-Kickback Regulations, Copeland Act*)

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles,

supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of

providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by

law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

LISTING OF APPENDICES

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Appendix A - Davis-Bacon Poster (WH-1321)

The Davis-Bacon poster (WH-1321) **SHALL** be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers (29 CFR §5.5(a)(1)(i)). The Davis-Bacon Poster (WH-1321) is included as Appendix A. It can also be accessed from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/governmentcontracts/construction/posters> or its successor site.

Appendix B - U.S. Department of Labor Wage and Hour Division Payroll Reporting Form (WH-347)

A sample of Optional Form WH-347 is included as Appendix B. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site.

Appendix C - Instructions for U.S. Department of Labor Wage and Hour Division Payroll Form (WH-347)

Instructions for completion of Optional Form WH-347 are included as Appendix C. Instructions can also be accessed from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site.

Appendix D - Request for Authorization of Additional Classification and Rate (SF-1444)

Additional Wage Classifications can be requested by completing a Request for Authorization of Additional Classification and Rate (Standard Form 1444). SF-1444 is included as Appendix D. It can also be accessed from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site.

Appendix E - Labor Standards Interview (SF-1445)

A sample of the Labor Standards Interview Form (SF-1445) is included as Appendix E. ADCNR will use this form to interview on-site employees at period site visits. This form can be accessed at <https://www.gsa.gov/cdnstatic/SF%201445.pdf?forceDownload=1> or its successor site.

Appendix F - Wage Determination

APPENDIX A

DAVIS BACON POSTER (WH-1321)

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

APPENDIX B

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION PAYROLL FORM (WH-347)



For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Wage and Hour Division

WAGE AND HOUR DIVISION
Revised December 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐	OR SUBCONTRACTOR ☐	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, DC 20540-6014, and to the Office of Management and Budget, Paperwork Project Director (0304-0187), Washington, DC 20503-9040.

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

APPENDIX C

INSTRUCTIONS FOR COMPLETING PAYROLL FORM (WH-347)

Appendix C – Instructions for Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

APPENDIX D

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE (SF-1444)

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box	OMB Control Number: 9000-0066 Expiration Date: 5/31/2025
	☐ Service Contract ☐ Construction Contract	

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. To: Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. From: (Reporting Office)
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3. Contractor	4. Date Of Request
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5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)
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10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number:	Dated:	
a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
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16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree
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To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))

- ☐ The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.
- ☐ The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted
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Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

APPENDIX E

LABOR STANDARDS INTERVIEW FORM (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME		FIRST NAME
NAME OF EMPLOYER			STREET ADDRESS		
SUPERVISOR'S NAME			CITY		STATE
LAST NAME			FIRST NAME		MI
			WORK CLASSIFICATION		WAGE RATE

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?	
☐ YES	☐ NO
COMMENTS	

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

APPENDIX F

WAGE DETERMINATION

"General Decision Number: AL20250164 01/03/2025

Superseded General Decision Number: AL20240164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

----- (THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT) -----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.75 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2025.	

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$13.30 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

ELEC0505-001 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.90	3%+9.41

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 16.20 **	0.00
FORM WORKER.....	\$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55 **	0.00

IRONWORKER, REINFORCING.....	\$ 17.70 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.40	0.00
LABORER GRADE CHECKER.....	\$ 14.08 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.22 **	0.00
LABORER: Common or General.....	\$ 12.41 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.20 **	0.00
LABORER: Pipelayer.....	\$ 15.98 **	0.00
LABORER: Erosion Control.....	\$ 10.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.31 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.38 **	0.00
OPERATOR: Bulldozer.....	\$ 18.82	0.00
OPERATOR: Crane.....	\$ 25.82	0.00
OPERATOR: Drill.....	\$ 26.73	11.25
OPERATOR: Grader/Blade.....	\$ 17.98	0.00
OPERATOR: Loader.....	\$ 17.45 **	0.00
OPERATOR: Material Transfer Vehicle.....	\$ 16.60 **	0.00
OPERATOR: Mechanic.....	\$ 19.16	0.00
OPERATOR: Milling Machine.....	\$ 15.79 **	0.00
OPERATOR: Oiler.....	\$ 16.83 **	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.54 **	0.00
OPERATOR: Roller.....	\$ 15.87 **	0.00
OPERATOR: Scraper.....	\$ 13.30 **	0.00
PAINTER (Brush and Roller).....	\$ 15.97 **	1.27
TRAFFIC CONTROL: Flagger.....	\$ 14.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 14.58 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.04 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79 **	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.05 **	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 15.56 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.50 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to 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.

The following summary of products designated by 40 CFR Part 247 has been provided to assist in contractor compliance; however, compliance is the contractor's sole responsibility. Note that this listing is not all inclusive and one or more products may or may not be applicable to this scope of work for this construction contract. Contractors should refer to 40 CFR Part 247 for additional information.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

- (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
- (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
- (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
- (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

- (1) Coal fly ash;

- (2) Ground granulated blast furnace slag (GGBF);
- (3) Cenospheres; or
- (4) Silica fume from silicon and ferrosilicon metal production.
- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and
(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.
- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.
- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands.
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.
- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.
- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

40 CFR §247.13 designates the following Transportation Products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

40 CFR §247.14 designates the following Park and Recreation Products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

40 CFR §247.15 designates the following Landscaping Products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from recovered organic materials.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.
- (f) Fertilizer made from recovered organic materials.

**PROHIBITION ON CERTAIN
TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OF
EQUIPMENT**

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including, but not limited to, iron, aluminum, steel, cement and other manufactured products).

Additional information about federal regulations regarding domestic preferences for procurements can be found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of this section must be included in all contracts and subcontracts for work or products under this award pursuant to 2 CFR § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).

**CONTRACTING WITH SMALL AND
MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES,
AND LABOR SURPLUS AREA FIRMS**

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) 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.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an SBA [OR OTHER STATE AGENCY] certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.
- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

The following are points of contact to send the advertisements, RFQ package and/or construction bid package for MBE/WBE outreach. Contact can be by sending hard copy documents, but make sure to require a signature and maintain documentation of receipt. Contact can also be made by email, but make sure to obtain an email response confirming receipt of the message.

1. Alabama Department of Economic and Community Affairs (ADECA)

Attn: Mr. Scott Stewart
Office of Minority Business Enterprise
P.O. Box 5690
Montgomery, AL 36103-5690
Scott.Stewart@adeca.alabama.gov

2. Alabama Small Business Development Center Network

Attn: Mr. Brian Davis
The University of Alabama
P.O. Box 870386
Tuscaloosa, AL 35487-0396
(205)348-7621

3. Alabama Small Business Development Center

Attn: Louise Grover

1500 1st Avenue North, Unit 62
Birmingham, AL 35203

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

**SAMPLE LETTER FROM
CONTRACTOR TO MBE/WBE FIRMS**

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE
(for Federally Assisted Construction Contracts)

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 recipient 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 recipient 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 recipient 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.

**41 CFR §60-4.2(d) NOTICE OF
REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY**

(Executive Order 11246)

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	Baldwin County, AL	25.9 %	6.9% for all Covered Areas
	Mobile County, AL	25.9 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Alabama County within the Gulf Coast Region where the contract will be performed.

**41 CFR §60-4.3(a) STANDARD FEDERAL
EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT
SPECIFICATIONS**

(Executive Order 11246)

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SUBCONTRACTOR LISTING FORM

(v.09.30.2023)

SUBCONTRACTOR LISTING FORM (v.09.30.2023)

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor Active UEI	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

DISCLOSURE OF LOBBYING ACTIVITIES

(SF-LLL)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

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ATTACHMENT “K”

**UEI AND SAM.GOV
VERIFICATION FORM
AND
FFATA DISCLOSURE
STATEMENT**

CITY OF MOBILE
UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND SAM.GOV VERIFICATION FORM



Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI 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. The System for Award Management (SAM) verifies businesses through the U.S. Department of Treasury and the U.S. Department of Homeland Security to prevent fraud.

All prime contractors and their subcontractors must have a UEI number and have proof of registration on SAM.gov. Confirmation of application for SAM.gov registration will be accepted for a responsive bid. For assistance, please contact the Office of Grants Management at (251) 208-6853.

PRIME CONTRACTOR ENTITY NAME: HUGHES COMPANIES, INC.

UEI NUMBER: HEBWPMPHYRA4 **SAM ACTIVE DATE:** 2024-09-04 **SAM EXP. DATE:** 2025-09-02 **REGISTERED ON SAM.GOV:** ☒ YES ☐ NO ☐ PENDING

Please ensure all subcontractors listed on the Supplier Diversity forms are included below. Provide a second page for additional subcontractors.

SUBCONTRACTOR ENTITY NAME	UEI NUMBER	REGISTERED ON SAM.GOV	SAM ACTIVE DATE	SAM EXP. DATE
Idredge.com	TWFH418V8Z2	☒ YES ☐ NO ☐ PENDING*	4-24-2020	2-17-26
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		

* Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.

Instructions

1. To obtain or renew a UEI Number, go to <https://sam.gov> and follow the link on the home page. If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.
2. To register your entity on SAM.gov, log into your account and go to your workspace. Click "Get Started" and follow the steps to registration. [Click here for a federal guide to registration.](#)

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY - UEI NUMBERS VERIFIED: YES ☐ NO ☐

Date: _____ Performed by: _____ Title: _____ Dept: _____

Contract/Grant Number: _____ Federal Award Number: _____ 317

Updated Nov. 2024



CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement _____

Award Description/Title _____

Entity Completing Form HUGHES COMPANIES, INC.

Entity UEI Number HEBWPMPHYRA4

Address 3425 Anton St.

City, State, Zip+4 Prichard, AL 36612-1616

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs) receive (1) 80 percent or more of your annual gross revenues is 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 the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI 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, answer next question.

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year
Preston W. Hughes, III	President / CEO	\$200,000

 President 4/9/2025
Signature Title Date

Preston W. Hughes, III
Typed Name of Signature

ATTACHMENT “L”

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.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/9/2025

Name of Project: Langan Lake Dredging & Langan Park Stormwater Improvements
Project Number: 2016-3005-34 & 2021-2045-01

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	<u>ESTIMATED SALES TAX AMOUNT</u>
<u>LAKE BASE BID ITEMS:</u>	<u>\$ 81,000.00</u>
<u>DEDUCT BID ITEM #1:</u>	<u>\$ 0.00</u>
<u>ADDITIVE BID ITEM #1:</u>	<u>\$ 0.00</u>
<u>ADDITIVE BID ITEM #2:</u>	<u>\$ 0.00</u>
<u>ADDITIVE BID ITEM #3:</u>	<u>\$ 0.00</u>
<u>ADDITIVE BID ITEM #4:</u>	<u>\$ 0.00</u>
<u>STORMWATER BASE BID ITEMS:</u>	<u>\$ 41,000.00</u>
<u>ALTERNATE BID ITEMS:</u>	<u>\$ 0.00</u>

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 Name of

Bidder HUGHES COMPANIES, INC.

Mailing Address 3425 Anton St., Prichard, AL 36612-1616

*By (Legal Signature) 

*Name (type or print) Preston W. Hughes, III (Seal)

*Title President

Telephone Number 251-476-5002 Office 251-610-9674 Mobile

ATTACHMENT “M”

Addendum #3

Questions and

Responses



CITY OF MOBILE
Langan Lake Dredging (2016-3005-34)
Langan Park Stormwater Improvements
(2021-2045-01)

Langan Lake Pre-Bid Meeting Questions – February 4, 2024

1. What is the project budget?
 - The OPC (April 2024) was \$12.7M for both projects combined. This includes base bids and alternates, using geotubes.
2. Do we need to bid the Alternate?
 - Yes, all bidders must provide bids for all base and alternate lines items. Should bidders determine that there is not a deduct for a dewatering method other than geotextile tubes they shall place a \$0.00 in the deduct lines.
3. What are the working hours and days?
 - Standard working hours are Monday through Friday 7 am to 5 pm.
 - The selected contractor may request extension of working hours for review by the City.
4. If work is restricted to Monday through Friday that is 261 working days, not 365 days. Can the schedule be extended if weekend work is not allowed?
 - Contractor can request in writing for any time extensions
5. How/when do we ask about extra days to the construction schedule?
 - Request in writing after award of project
6. Will selection of the alternate(s) add days to the construction schedule? And if so, how will those be calculated?
 - Yes, selection of alternates will extend the schedule. See below for schedule.
 - Additive bid item 1: 30 Days
 - Additive bid item 2: 90 Days
 - Additive bid item 3: 45 Days
 - Additive bid item 4: 30 Days
7. Will the park remain open during construction?
 - Yes, the park must remain open to the public during construction.
8. Are other areas of the park available for use?

- At this time, there are no other areas of the park available for use. However, the Contractor may request areas for City review.
9. Can we get electronic plans/specs?
- Yes, bidders who have purchased plans and specs may be provided electronic copies.
10. Will any more contractors be added? This pre-bid was required.
- None are expected at this time, but the City reserves the right to adjust the bidder list.
11. Will the NPDES permit be held by the City or transfer to the Contractor?
- The permit will be held by the City.
12. What is the criteria for dewatering? Paint filter? How often?
- While every truck load will not be tested, the Contractor will be expected to sufficiently dewater all dredge material such that it will pass paint filter and not leak from the haul trucks on the route to disposal.
13. Is there any abatement requirements for snails or methods other than geotextile tubes?
- For methods other than geotubes (e.g. mechanical excavation), apple snails and their egg masses must be collected and buried at least 3 feet underground. Complete protocol to be determined with consultation with MBNEP via their Invasive Species Removal program after contract award.
14. What are the offsite disposal options?
- Contractor's responsibility to secure disposal sites.
15. Can you provide an estimated time to dewater each geotextile tube?
- That will not be provided as this is dependent upon many factors (material type, dredge operations, polymer use, etc.). All bidders should have experience with geotextile tube dewatering and be able to determine that time for themselves.
16. What if geotextile tubes take longer to dewater?
- It is the Contractors responsibility to properly implement the geotextile tube dewatering.
17. Is surveying in the contract?
- Yes, the Contractor is responsible for surveying for progress payments.
18. Will the City complete a final survey?

- The Engineer will submit post dredge survey from independent Professional Land Surveyor qualified for Hydrography.
19. Can you explain when surveys will be completed for alternates?
- The Engineer will complete one post dredge survey at completion of dredging activities.
20. What if a storm washes a lot of material into the pond during construction?
- If additional material is determined to have washed in due to storm event, Contractor will coordinate with the Engineer to remediate this change condition.
21. Area the volumes indicated in-situ or dewatered?
- Volumes presented in the bid form are in-situ, not dewatered volumes.
22. Can we get samples from the pond during the bid process?
- Yes, bidders may collect samples from the pond.
23. What is the area of each laydown area? And can we get dimensions of both identified areas?
- Bidders should be able to calculate those areas from the provided drawings.
24. What are the locations of the nearest fire hydrants to both laydown areas?
- Contractor to coordinate with MAWSS for locations and hook up.
25. Sheet C19: when does the access and road go in?
- Construction sequence of this item should be determined by the Contractor.
26. Sheet C23: Is the concrete being used as a gravity drain for decant water?
- Yes, but the Contractor should utilize other means so long as they do not create excessive erosion.
27. Sheet C03: Note in upper left referring to Drawing 2, where can that be found?
- Drawing 2 refers to Drawing C02 (previous drawing).
28. Sheet C02 Bid item 42: Does that include Geotextile tubes?
- Bid Line 42 should include pumps, pipes, etc. (equipment basically). A LS for just setting up equipment. Any dewatering volumetric costs such as geotextile tubes, flocculants, and other means should be included in Bid Lines for dredging and dewatering (i.e., Bid Lines 3 and 4 in the base bid).
29. Sheet C02 Add items: Requests price for removal and not dewatering.

- See Supplemental Specification No. 20, Page 56.
30. Laydown and dewatering area: Would you consider an easier and much more cost-efficient design?
- Yes, methods can be proposed and evaluated during construction with the Contractor, Engineer and City.
31. Special Provisions #56 states: “No payment will be made for additional cost incurred by dredging below the specified depth or outside the Limits of dredging as noted on the Drawings and in this Contract.” Please provide the acceptable over depth tolerances for dredging (ie: +/- 6-inches over the 90% of the dredge area). If the “natural angle of repose” needs to be dredged outside Limits of Dredging, to avoid sluffing, will we be paid for the dredge volume?
- We will pay for additional volume to avoid sluffing. All parties will need to come to agreement once under construction and it is determined how much additional dredging may be required
32. Have any off-site disposal facilities been identified for this project or is it the responsibility of the Contractor to determine an off-site disposal facility?
- This is the responsibility of the contractor.
33. Are there significant amounts of debris (trees, branches, bicycles, etc.) expected during dredging? Will the islands need to be cleared and grubbed before dredging? If so, what volume should we assume for debris and how should the Contractor dispose of the debris?
- Volume of debris is unknown but expected. Contractor will be responsible for disposal offsite. See page 36, #56e.
34. When do you expect to award the winning contractor and what date are you expecting to issue the NTP?
- Contract will be awarded and executed as quickly as possible. A NTP will then be issued.
35. Has treatability been completed for the dredge materials to determine polymer products, polymer dosing, and geotextile tube performance? If so, please provide.
- This will be up to the bidders to complete/evaluate.
36. Can polymers be used for the dewatering process?
- Yes, polymers may be utilized and are expected to be needed for the geotextile tube dewatering process.
37. The GET report shows a lot of “brown sand”, have gradations been completed on the sediments? If so, please provide.
- The GET report was the only geotechnical investigation completed. A Geosyntec summary of that report can be provided if requested.

38. Sheet C09 and C11 show cross sections where the dredging widths are less than 30' wide. This will not be possible with most hydraulic dredges required for a project of this size. Please consider changing the design to allow for at minimum 30' of width in all dredging areas so that the dredge vessel may be able to pass through.
- Contractor shall size equipment to access areas to be dredged.
39. Sheet C11 shows in cross section F dredging depths that are less than 4' of water after final grade. Hydraulic dredges will require 4' of water for draft. Please reconsider the dredging design to allow for at minimum 4' of water depth in all dredging areas of the lake.
- See response to previous question
40. Can the open storm water channel be used to return water back to the lake from the Beneficial Use and onsite Disposal Area?
- Yes, as long as discharge water quality is met and the flow stays within the channels without causing excessive erosion.
41. There are two bid forms in the bid; one for the Langan Lake Dredging Project No 2016-3005-34 and the other for Langan Park Stormwater Improvements Project No. 2021-2045-01. Can we bid on one or the other, or do we have to bid on both to be deemed responsive?
- Both bid forms must be filled out. Projects are bid together.
42. Are the trees to be removed to be disposed of offsite? If so, is there a particular landfill that the owner recommends or prefers contractors to utilize?
- Contractor is responsible find contacting landfills for disposal.
43. Is proof of good faith efforts for the MBE/WBE requirements required to be submitted with the bid or is that to be done later?
- Proof of good faith effort shall be required prior to award of contract.
44. How did the owner come up with the dredging quantities? Is this based on a survey, if so, when was the survey taken and by whom?
- Dredge quantities were calculated based on the bathymetric survey completed by Rowe Engineering and Surveying in June and October 2021.
45. Maintenance is required for one year from final acceptance. Please specify which areas are to be maintained. Please also consider eliminating maintenance requirements for the dredging areas, as those areas will fill in naturally.
- Maintenance will not include dredge areas.

46. The east disposal area is larger and is well suited for dewatering. Can we use the eastern disposal area for both beneficial and disposal dredged materials?

- Yes, with coordination with Engineer and City.

47. Has the upper or lower lake ever been dredged before?

- Not to the City's knowledge

48. Hydraulic dredges are not suitable for dredging virgin, hardened materials. Are we dredging virgin, hardened materials?

- See Specs Pg 36, #57 and supplemental spec page 56, #20.

49. Please provide further clarification on this statement, "Contractors shall provide to the city chemical analysis in an assessment regarding the appropriate use of the muck (sediment) retained on site by a qualified testing agency". What is the objective of this analysis for the owner?

- See Specs Pg 59, #28c.

50. The USACE permit provided is for the 12-mile creek project. Can the USACE permit, and any other pertinent permits, be provided for the dredging of Langan Lake?

- Permits are provided in contract documents and will need to be displayed on site.

51. Is there a specified supplier for the pedestrian bridge or can this work be self-performed?

- Detail shown in the plans shall be a Trailblazer Pedestrian Bridge by Pioneer Bridges, Fort Payne, Alabama, or approved equal.

52. Is the Offsite Disposal parking lot area going to require a 40 mil liner and containment berms to control decant flow?

- That is not required. The Contractor is responsible for implementing measure to facilitate dewatering and returning decanted water to the lake that meets influent standards.

53. In the additive Bid Items 1-4 it does not address additional dewatering areas or the disposal of those materials after they are dewatered. Are we to assume only dewatering zones referenced in base bid are available?

- The dewatering areas are indicated in the plans. The stormwater area can be temporarily utilized as well.

54. Will you accept voluntary deduct alternates to the base bid? If so, how best to provide them so they will be official?

- No. Upon award of contract, should the contractor wish to provide any alternative, they will be considered at that time.

55. Should there be a protective barrier between the HDPE liner (i.e. liner) and #57 rock to protect liner and should there be protective barrier between the rock and the geotextile tubes for the same reason?

- This detail should be left up to the Contractor to determine, but it is not in the base bid.

56. How is cubic yard production to be measured for payment? Will you consider proven alternatives?

- Dredging/excavation payment will be based upon surveyed volumes. The Contractor is responsible for providing interim surveys to justify their payment requests.

57. Provide approved areas adjacent to dewatering areas for polymer setup process and make down equipment? Designated area for fuel trucks, etc.?

- A proposal by the low bidder can be made to the City of Mobile for approval for these items.

58. The manhole on the east side of the East laydown area, which direction does the underground pipe run?

- As shown on existing conditions, this is MAWSS sewer line that runs SE.

59. Where is the benchmark or temporary benchmark? What was the benchmark elevation for the original water elevation?

- City of Mobile BM 186, as referenced in the plans, is located at the Southeast corner of Ludlow Circle East and Zeigler Blvd. Water elevation was recorded at the time of survey, which may not reflect current elevation, by Rowe Engineering in 2021 as 83.0 ft NAVD88 for the Upper Lake and 74.0 ft NAVD88 for the Lower Lake.

60. Can the City provide a document of where the park pedestrian closures will be. Are there areas that will be closed outside of contractor's fence?

- The only closures are noted on sheet C4 and C19 of the Langan Dredging plans.

61. Can the size of the pads on the east laydown area be slightly modified to accommodate the sizes of the tubes?

- Following award, the low bidder can discuss with the City if minor resizing would be needed. However, please note that generally the Beneficial Use Area can't be extended to the east due to trees that are depicted in the plans that must remain.

62. Is the material in Additive Bid Items 1-4 "Much Excavation" virgin pan original pond elevations or pond sludge sediment?

- This is unknown at this time; however, it is a fair assumption that it includes both.

63. Are there designated lifting locations for Crane lift? Can they be lifted in grassy areas?

- It is the Contractor's responsibility to determine lift locations and safe installation of the pedestrian bridge. Lift locations and plan have not and will not be designed by the City.

64. If the contractor removes any islands or other soils physically/mechanically, where should the material be staged to dewater?

- The Contractor may sequence their work to use either location to stage and dewater these materials.

65. Explain in detail how cubic yards will be quantified bathymetrically? Are other options available such as a mixture of bathymetric surveys and density / flow meters.

- Dredge/Excavation removal will be calculated based on a comparison of the pre-dredge and post dredge surveys. Density and flow meter measurements will not be used. Please revise Special Provisions 58 and Section 102.02(a) 8 and 27 for more information.
-

66. Can all or some portion of the open space north of the parking lot be utilized for temporary onsite disposal/dewatering/geotubes, with the conditions that the contractor be responsible for securing the area, surveying pre and post construction, the return to existing conditions, etc.?

- The City will work with the low bidder if the changes can be beneficial to both parties.



67. Can the contractor use the area south of the parking lot for laydown, loading, access, etc during construction, with the conditions that the contractor be responsible for securing the area, surveying pre and post construction, the return to existing conditions, etc?

- Yes, we anticipate this area will be utilized for those functions and secured from the public. The one exception is the protection of the trees in this area, per City of Mobile Urban Forestry standards.



68. Can the contractor use the road and surrounding areas for laydown, loading, access, etc during construction, with the conditions that the contractor be responsible for securing the area, surveying pre and post construction, the return to existing conditions, etc?
- The City will attempt to work with the low bidder to make adjustments that will be beneficial to both parties.



69. Please provide base bid take off volumes of material to be dredged from Area 1, Area 2 and Area 3.

- These areas are presented in Drawing C03 and Note 2 from the 2017 Geotechnical Report, which has been provided. These areas are estimations based on the field investigation and not exact, therefore the volumes per area will not be provided. The Contractor can estimate these based on the approximate areas in the drawings. Note that if material type changes or these areas are not exact, that will not be a basis for claim during dredging.

70. 24 & 25) Roads – The specification states “Any damage to the asphalt wearing surface beyond or within the limits of construction as determined by the Engineer or Owner, shall be repaired at no cost to the Owner.” How will this be determined? The same question applies to the roads leading to or from the park which Contractor is also at risk to repair. It should be noted that many asphalt surfaces within Langan Municipal Park are already in need of repair.

- A video survey is required prior to construction starting to determine the base condition of the roadways

71. 56, C) Specification states there will be no payment for over depth dredging and it is elsewhere stated that the design depths must be achieved. This is essentially requiring perfection for an

imperfect process. Will the City consider allowing an over depth dredge tolerance as is typical for dredge projects?

- The City will allow for a 6" over depth allowance. The Contractor will be required to dredge to at least 6-inches higher than dredge elevation in the Drawings, but will get paid for material removed and dewatered down to dredge elevation presented in the drawings. No material removed below presented dredge elevations will be paid. For example, on the Base Bid for Lower Lake, the presented dredge elevation is 68.3 ft. The Contractor must dredge to 68.8 ft, will get paid down to 68.3 ft, and nothing below 68.3 ft will be paid. Over depth allowance will also apply the same way to Alternate Bid Lines.

72. 58, D) "...any sedimentation that occurs within the Limits of Dredging is to be re-excavated by Contractor at no cost to Owner." What is the tolerance for re-sedimentation? How does Force Majeure factor into this requirement?

- See Question #20

73. Item IX, Articles of Agreement, Final Estimate, 5th bullet) "Contractor must furnish a written guarantee on his letterhead covering all defects of material and workmanship for a period of one (1) year...". What is defined as a defect?

- This does not include the dredging but permanent works. (i.e. pedestrian bridge, plantings, etc.)

74. Is it the intention of the Engineer that the subgrade (rock and membrane) illustrated on sheet C23 of the Langan Lake Dredging 9-26-24 PDF be removed prior to the channel restoration and planting efforts or will the subgrade be buried in place? If the subgrade is not buried in place, is there a plan or set of requirements for handling and stockpiling the dewatered material temporarily while the subgrade is removed?

- The Contractor is responsible to remove the subgrade (stone and geomembrane or their proposed deduct alternative) within the limits of the new stream bed and floodplain. Outside of these areas, the Contractor may leave the subgrade materials in place.

75. Are there bid evaluation criteria other than lowest price, and if so, what is the criteria weighting structure?

- No

76. Why is the invasive species plan not required prior to award? What is the City's plan to prevent the winner from not accounting for the invasive species mitigation plan in their bid, and thus having no plan to mitigate the invasive species?

- Bidder shall base their bid on information provided in the plans and specifications

77. Page 32/34 of the specifications states "Any damage to property as determined by the engineer, shall be repaired at the Contractor's expense" --Please confirm the asphalt parking being used for beneficial use is not included in these repairs

- Refer to special provisions, note 25.

78. Page 33/49 working hours states 7-5. Monday thru Friday was discussed in the pre-con with some available weekends, unless there is a grant requirement etc. Will the COM consider extending the contract time by 90-120 days?? If not, contractors will be forced to add substantial LD's into their bid. In furtherance of this request the construction sequencing and approx. schedule sheet C02 has overlap of removing PH1 bags and installing PH II bags. The schedule nor contract time does not include enough allowance to dry the materials enough to haul off and dispose of properly.

- See question #6 for schedule adjustment. Any additional time can be requested during construction.

79. Has any pedestrian consideration been made in regard to the potential dredge discharge piping that may have to line the banks (where they feed the ducks) from the upper lake to the beneficial use area?

- This activity will be coordinated between the City and contractor as per mutual agreement.

80. Final survey of the upper lake was discussed during the pre-con. Assuming the upper lake is dredged as part of the overall project our forces would complete the dredge removal to the required depths prior to advancing down stream. Please verify that after the survey is performed on the upper lake and depths are confirmed, this will be the final survey of the upper lake?? If not, the bidding contractors will add substantial cost to their bids by assuming one of the many torrential downpours that Mobile has yearly will cause additional sediment to flow downstream.

- See questions #19 and 20.

Reminder: If you have questions related to DBE goals and supplier diversity, please contact:

Archnique Kidd, Supplier Diversity Program Manager

Archnique.kidd@cityofmobile.org

(251)-208-7967

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

WHEREAS, Graf Dairy, LLC and AltaPoint Health Systems, Inc., as the abutting property owners of the following described service road and right of way situated in the City of Mobile, have requested the Mobile City Council to assent to the vacation and closing by them as the abutting property owners of the service road and right of way hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that Graf Dairy, LLC and AltaPoint Health Systems, Inc. own all of the property abutting along said service road and right of way, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said abutting property owners have consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to Graf Dairy, LLC and AltaPoint Health Systems, Inc., the abutting property owners, to the vacation and closing by them of the following described service road and right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2020, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By: _____
Its President

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2020.

Mobile City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD AND RIGHT OF WAY VACATION
LOCATED MOBILE, ALABAMA:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43"W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO VACATION OF SERVICE ROAD RIGHT OF WAY
LOCATED AT SOUTHEAST CORNER OF SAGE AVENUE
AND DAUPHIN STREET
IN THE CITY OF MOBILE, ALABAMA**

Come now **Graf Dairy, LLC and AltaPointe Health Systems, Inc.**, as signers of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petition the Mobile City Council to assent to the vacation and closing by such signers as the owners to the following described service road right of way situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioners submit herewith an executed copy of the Declaration of Vacation, and respectfully pray that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioners herein say and show that said property herein described is a right of way, that your Petitioners are the owners of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GRAF DAIRY, LLC

By:

EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.

Don L. Robinson
NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By: _____

J. TUEK SCHLESINGER

Its CEO

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.

Jan P. Dinkins Delfany
NOTARY PUBLIC

My Commission Expires: 2/5/23

EXHIBIT A

LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
SERVICE ROAD RIGHT OF WAY LOCATED AT
SOUTHEAST CORNER OF SAGE AVE. AND DAUPHIN ST.
IN THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, **Graf Dairy, LLC and AltaPointe Health Systems, Inc.**, are the owners of all of the land abutting the following described service road right of way located in the City of Mobile, Alabama;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said parties have requested the City of Mobile, Alabama to assent to the vacation and closing by them as the abutting property owners to said service road right of way located at the southeast corner of Sage Ave. and Dauphin St., in Mobile, Alabama; and

WHEREAS, the vacation of said service road right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowners request that the said service road right of way which abuts their property be closed and vacated; and

WHEREAS, said parties as the abutting landowners consent to this vacation; and

WHEREAS, said right of way to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owners of the lands abutting said right of way, hereby declare said right of way to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Mobile Gas Service Corporation to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 15' sanitary sewer easement within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the _____ day of _____, 2020.

GRAF DAIRY, LLC

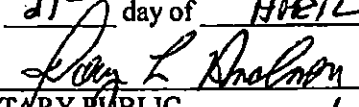
By: 

EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.


NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By:


J. TUEBK SCHLESINGER

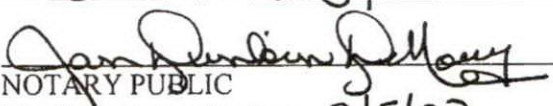
Its

CEO

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.


NOTARY PUBLIC

My Commission Expires:

2/5/23

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

September 17, 2020

CITY CLERK'S OFFICE

MOBILE, AL

VIA HAND DELIVERY

TU, APR 1, PM2:04 RCVD

Mary Ann Merchant
City Clerk's Office
9th Floor – Government Plaza
Mobile, Alabama

Re: Graf Dairy, LLC Vacation

Dear Ms. Merchant:

I am enclosing copies of fully a executed Petition and Declaration for the vacation of an unopened right of way on the Graf Dairy property, located at the corner of Dauphin Street and Sage Avenue. The consents of all utility companies are also attached.

Further, I am enclosing a copy of a letter the Graf's attorney previously sent when we started the vacation process. It sets forth the acreage and assessed value. We would again request that the City not charge us for this vacation, since we dedicated this property in 2007 for a specific development which did not take place. Thus, the service road right of way was never opened.

Thank you for your assistance in processing this to the City Council, and please do not hesitate to contact me should you have any questions.

Sincerely,

BEN TOM ROBERTS

Email: btroberts@robertsbrotherscpm.com

Phone: (251) 342-8000

November 7, 2019

Burr-Forman LLP
Attn.: Douglas Anderson
RSA Tower Suite 22200
11 North Water St.
Mobile, Alabama 36602



Re: Vacation of service road right of way/ Graf Dairy Property Southeast corner of Sage Avenue and Dauphin Street.

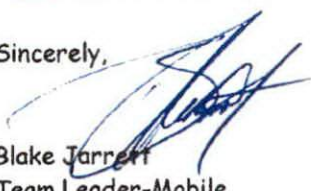
Dear Mr. Anderson,

Reference is made to your letter of November 6, 2019 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced parcels, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,


Blake Jarrett
Team Leader-Mobile
Corporate Real Estate

Enclosures



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

September 2, 2020

Douglas L. Anderson
Burr & Forman, LLC
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

**Re: Vacation of Service Road Right of Way/Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Vacation: 40 foot Right of Way which was platted for a service road pursuant to a PUD

Dear Mr. Anderson,

In response to Graf Dairy's letter dated November 6, 2019 relative to the above referenced vacation of the 40 foot right of way which was platted for a service road pursuant to a Planned Unit Development that was proposed at the time, which the owner now desires to vacate the subject right of way.

Please be advised that Spire Gulf, Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

A handwritten signature in black ink that reads "Jeff Wilcox". The signature is written in a cursive, flowing style.

Jeff Wilcox
Right of Way Area Manager, Alabama
Spire Alabama Inc.

TJF:LW
cc: Douglas L. Anderson



December 3, 2019

Mr. Douglas L. Anderson
Burr Forman, LLC
11 N Water Street
RSA Tower, Suite 22200
Mobile, Alabama 36602

RE: Request to Vacate Dauphin Street Service Road Right-of-Way/Graf Dairy
Property MB119 PG77, Section 19, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

A handwritten signature in blue ink that reads "Daryl B. Russell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

.....

3248 Springhill Ave
Mobile, AL 36607
251-665-6606 Office
251-295-5334 Cell



August 19, 2020,

Douglas L. Anderson
11 North Water Street
Mobile, AL 36602

Mr. Anderson:

In response to your letter dated November 6, 2020 Concerning the vacation of Service Road Right of Way/ Graft Dairy Property Southeast Corner of Sage Avenue and Dauphin St. Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

August 19, 2020

Donnie Little
Construction Specialist II

Cc: Easements File

.....



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

August 24, 2020

Douglas Anderson
Burr Forman
11 North Water Street, Suite 22200
Mobile, Alabama 36602

Dear Mr. Anderson,

This letter is written in response to your letter of November 6, 2019 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of November 6, 2019. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

BURR • FORMAN LLP
results matter

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 10, 2020

VIA HAND DELIVERY

Mary Ann Merchant
City Clerk's Office
9th Floor - Government Plaza
Mobile, Alabama

**Re: Vacation of Service Road Right of Way / Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Dear Mary Ann:

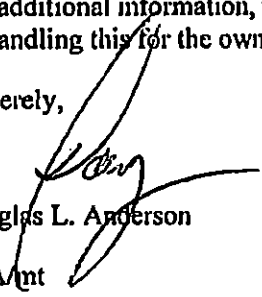
I represent Graf Dairy, LLC who, along with AltaPointe Health Systems, are the sole owners of the above referenced property. My client desires to vacate the Service Road Right of Way as shown on the enclosed Petition, Declaration and plat. Can you please pass this request on to the various City departments to get their approval?

The current assessment of the abutting property is as follows:

The abutting property is assessed at \$77,000 per acre, and the subject right of way is .33 of an acre, resulting in the assessed value of the right of way being \$25,410.00. However, this right of way has never really been owned by the City, but has been owned for decades by the Graf family. The subject right of way was required to be placed on a plat in 2007 for a proposed service road on a proposed development, but that development never took place.

Thank you for your assistance in this matter. Of course, should you have any questions, or need any additional information, please do not hesitate to call me. BT Roberts of Roberts Brothers will be handling this for the owners going forward.

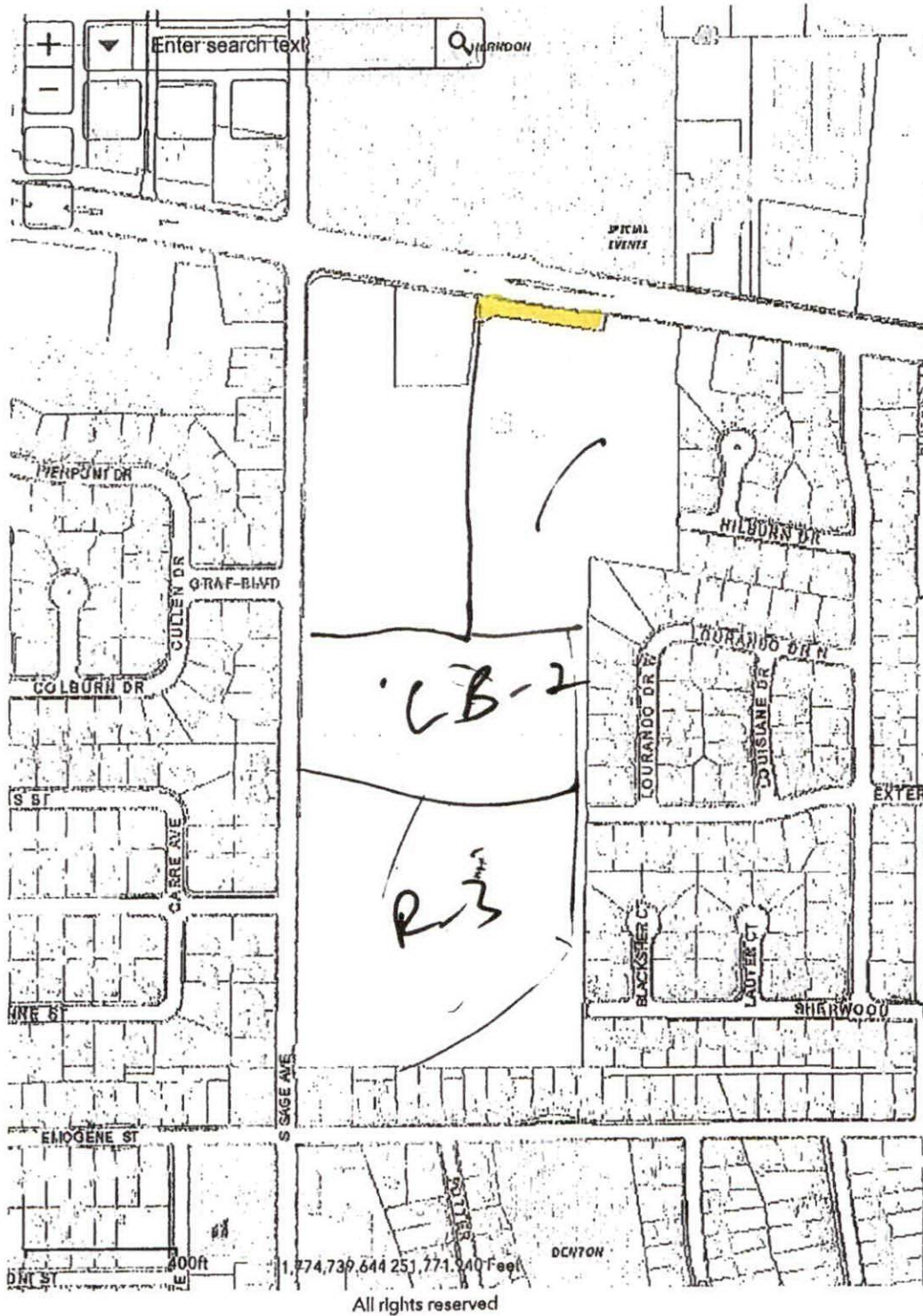
Sincerely,


Douglas L. Anderson

DLA/mt

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City Of Mobile GIS / City of Mobile Home



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DESCRIPTION OF SERVICE ROAD RIGHT OF WAY TO BE VACATED:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY, THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT, THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY, THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING, CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION FEE
AS A CONDITION OF THE VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution to consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located at the corner of Dauphin Street and Sage Avenue, as per Resolution _____ is hereby set at \$65,291.40.

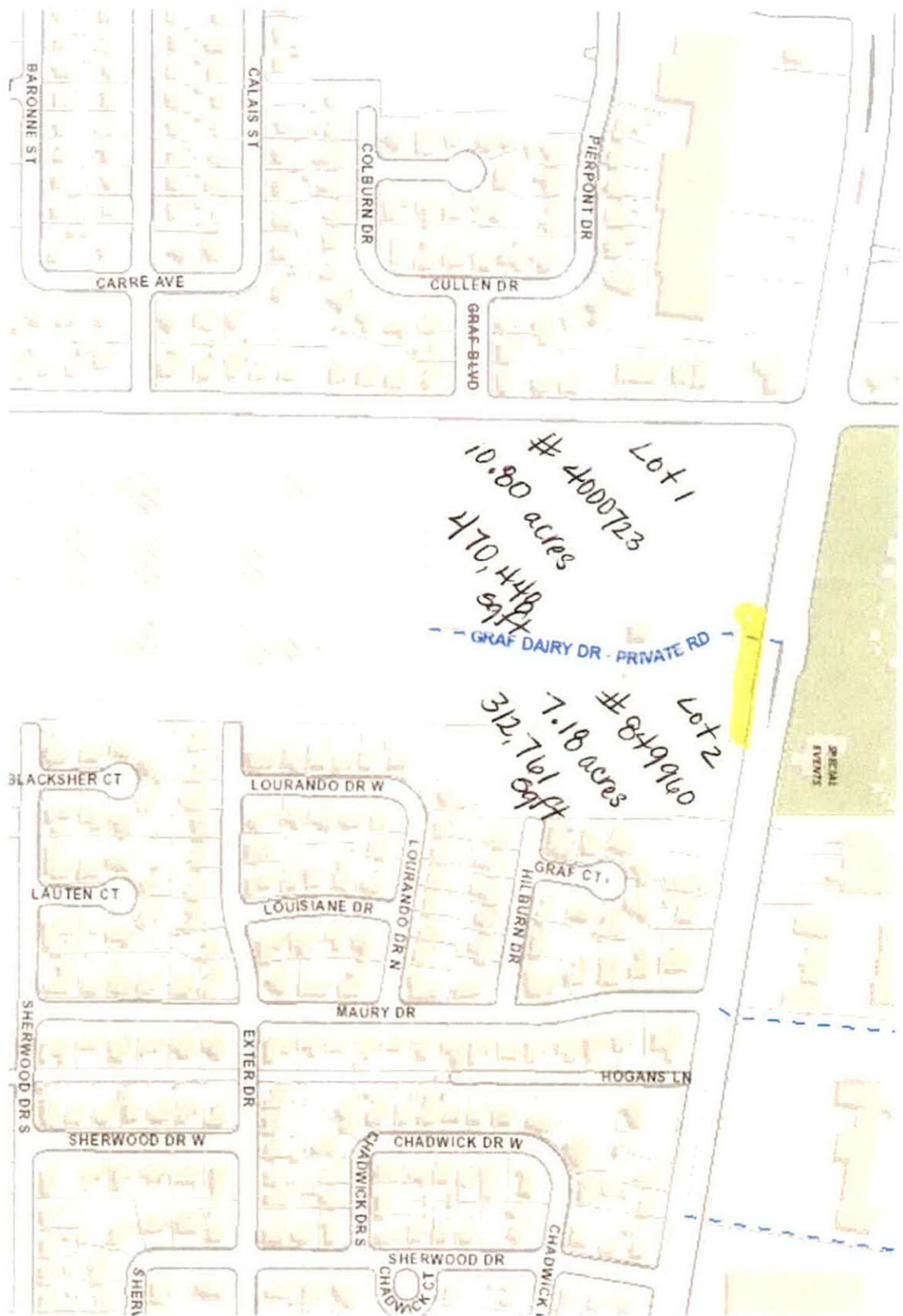
Adopted:

City Clerk

Dauphin/Sage Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2023	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 4000723	\$ 2,819,100.00	470,448	\$5.99
Lot 2, Key No. 849960	\$ 949,300.00	312,761	\$3.04
Totals			\$9.03
Average			\$ 4.52

\$4.52/ SF AVERAGE x 14,445 SF TO BE VACATED)= \$65,291.40 Real Estate Department Assessment.



Property Details

Account

Key Number: 4000723

Legal Description: LOT 1A GRAF DAIRY SUBDIVISION RESUBDIVISION OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER 2020015611

Parcel Number: 2908191001013002

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: ALTAPOINTE HEALTH SYSTEMS INC

Mailing Address: 5750A SOUTHLAND DR

MOBILE , AL 36693-3316

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$0

Land Value: \$2,819,100

Appraised Value: \$2,819,100

Taxable Value: \$2,819,100

Assessed Value: \$563,820

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	CITY	7.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$0	\$0.00
14	STATE	6.500000	\$0	\$0.00
14	COUNTY	20.500000	\$0	\$0.00
14	DIST SCHOOL	15.500000	\$0	\$0.00
14	FOREST	0.000000	\$0	\$0.00

Total Millage Rate: 63.500000

Property Details

Account

Key Number: 849960

Legal Description: LOTS 1 THROUGH 5 GRAF DAIRY MBK 119 PG 77 LESS & EXCEPT LOT 1A
GRAF DAIRY RESUB OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER
2020015611 ALSO LESS & EXCEPT LOT 1 SRV KO SUBDIVISION UNIT ONE
INSTRUMENT NUMBER 2023000630

Parcel Number: 2908191001013XXX

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: GRAF DAIRY LLC

Mailing Address: 1 MOULTON PLACE

MOBILE , AL 36608-5869

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$152,600

Land Value: \$949,300

Appraised Value: \$1,101,900

Taxable Value: \$1,101,900

Assessed Value: \$220,380

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	COUNTY	20.500000	\$220,380	\$4,517.79
14	STATE	6.500000	\$220,380	\$1,432.47
14	CITY	7.000000	\$220,380	\$1,542.66
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$220,380	\$3,085.32
14	DIST SCHOOL	15.500000	\$220,380	\$3,415.89

Total Millage Rate: 63.500000