



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 29, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Bobby Morton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 22, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Maura Mandyck for a waiver of the Noise Ordinance at Public Safety

Memorial Park on August 2, 2025, from 12:00 p.m. - 1:30 p.m. (District 2).

Request of Sanford DeJuan Kidd for a waiver of the Noise Ordinance at 1100 Spring Hill Avenue on February 17, 2026, from 8:00 a.m. - 8:00 p.m. (District 2).

Request of Malayashia Simmons for a waiver of the Noise Ordinance at Doyle Park on August 30, 2025, from 3:00 p.m. - 7:00 p.m. (District 3).

11. PUBLIC HEARINGS

Public hearing to consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mallory Mangold - comments about \$10 million allocation for new City animal shelter.

Garrett Williamson - propose suggestions for the City's animal shelter.

Reggie Hill - restoration of Plateau/Africatown, public safety, housing, and economic development.

13. ORDINANCES HELD OVER

64-038 Consider rezoning property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A and B-5 to R-1 and B-5 (sponsored by Councilmember Reynolds).

64-039 Consider the modification of a previously approved Planning Approval for property located at the northwest corner of Loyola and Provident Lanes (sponsored by Councilmember Gregory).

64-040 Consider the modification of a previously approved Planned Unit Development for property located at the northwest corner of Loyola and Provident Lanes (sponsored by Councilmember Gregory).

64-041 Consider the modification of a previously approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South (sponsored by Councilmember Gregory).

14. CIP RESOLUTIONS HELD OVER

21-984 Authorize contract with H & H Electric Company, Inc. for West Side Park ballfield lighting improvements; \$492,232.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

15. RESOLUTIONS HELD OVER

08-985 Approve item-based bid for surveillance cameras and equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-988 Approve purchase order to Dana Safety Supply, Inc. for vehicle upfits for MPD; \$885,923.55 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-989 Approve purchase order to IVM Solutions, LLC for herbicide treatment applications on drainage canals and ditches; \$98,994.77 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-990 Approve purchase order to Joe Bullard Chevrolet for Silverado pickup truck; \$60,424.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-991 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for six Ford Bronco SUVs for Engineering Dept.; \$186,381.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-993 Approve purchase order to Sansom Equipment Co., Inc. for street sweeper for Parks Dept.; \$174,052.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-994 Approve purchase order to Sansom Equipment Co., Inc. for garbage truck for Sanitation Dept.; \$397,265.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-995 Approve purchase order to Stivers Ford Lincoln, Inc. for F150 Supercrew pickup trucks for Engineering Dept.; \$179,408.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-996 Approve purchase order to Tarkett USA, Inc. for new flooring for National Maritime Museum; \$78,809.41 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-997 Approve purchase order to Temple, Inc. for traffic signal equipment cabinets

for Traffic Engineering Dept.; \$121,731.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-998 Approve purchase order to Ward International Trucks, LLC for Isuzu crew cab box truck for Motor Pool; \$86,458.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1000 Authorize Contract with McElhenney Construction Company, LLC, for the Innovating St. Louis Street: Mobile's Technology Corridor Complete Streets Project; \$16,797,719.65 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

31-1001 Authorize the Mayor to apply, accept and receive a grant from the U. S. Department of Justice for the FY25 COPS Hiring Program; (\$785,784.00 match requirement) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-1002 Consider the application of Gwendolyn and Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

16. ORDINANCES BEING INTRODUCED

88-042 Authorize the sale of property located at 305 Dearborn Street, N. and vacant land located on Lyons Street not now needed for public or municipal purposes (Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-1004 Appoint Maggie Brenes to the Mobile City County Youth Council (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

09-1005 Transfer funds from District 1 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

09-1006 Transfer funds from District 2 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-1007 Transfer funds from District 3 Discretionary Account to the Convention

Center to assist with Hall of Fame Walk events (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

09-1008 Transfer funds from District 4 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

09-1009 Transfer funds from District 5 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

09-1010 Transfer funds from District 6 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

09-1011 Transfer funds from District 7 Discretionary Account to the Convention Center to assist with Hall of Fame Walk events (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

09-1012 Transfer funds from District 3 Discretionary Account to Parks & Recreation- Trimmier Park to assist with the youth football team (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

27-1013 Designate poll workers for the August 26 municipal election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

58-1014 Declare weeds noxious, Weed Lien Group 1667.

60-1015 Approve award of special bonus to the Administrative Services Employee of the Month; Primm (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1016 Determine an appropriation to Azalea City CDC serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1017 Determine an appropriation to Future Leaders Working serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1018 Determine an appropriation to Ben C. Rain High School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by

Donna Bryars, Accounting Dept.).

60-1019 Determine an appropriation o Erwin Craighead Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1020 Determine an appropriation to Maryvale Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1021 Determine an appropriation to Morningside Elementary School serves a public purpose and approve payment (sponsoed by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1022 Determine an appropriation to Palmer Pillans Middle School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1023 Determine an appropriation to University of South Alabama Jag Girls serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

46-1037 Honorarily rename Carter Street as "Honorary Mrs. Wanda Nodd-Dailey Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1038 Honorarily rename Carver Avenue as "Honorary Mrs. Ella Marie Ervin Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1039 Honorarily rename Jessie Street as "Honorary Mrs. Leevones Fisher Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1040 Honorarily rename Railroad Street as "Honorary Margreat Ann Mixon Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1041 Honorarily rename Third Avenue as "Honorary Mrs. Pearlie Mae Watson Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

46-1042 Honorarily rename Roach Street as "Honorary Salome "Sweet" Wiley Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

18. CIP RESOLUTIONS BEING INTRODUCED

21-1024 Authorize contract with Bienville Construction Services, LLC for South Brookley School Demolition; \$347,840.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1025 Authorize contract with Harris Contracting Services for new Fire Station #19; \$4,490,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-1026 Authorize Intergovernmental Agreement with Mobile County Commission to facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-1027 Reallocate funds in various capital projects in the Convention Center Fund to Capital Project Convention Center Capital; \$670,936.14 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-1028 Reallocate funds from various capital projects to Convention Center Capital; \$294,119.04 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-1029 Reallocate funds from Capital Project Equipment Civic Center in the Capital Improvement Fund to Capital Project Civic Center Improvements Master Plan; \$174,318.13 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1030 Authorize Contract with Bienville Construction Services, LLC for Melton Fire Station Building Envelope & Hvac Improvements; \$191,131.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1031 Authorize contract with Cummings Architecture Corporation for Animal Services Facility; \$430,632.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1032 Authorize contract with Southern Grease Hauling, Inc. for grease trap pumping, maintenance, and inspections at various City locations; \$45,270.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1033 Authorize contract with Volkert, Inc. for Downtown Street Optimization; resurfacing and restriping; \$280,163.54 (sponsored by Councilmember Carroll and

Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

25-1034 Grant a permanent easement to Alabama Power to provide new underground service to the Africatown Welcome Center (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

37-1035 Consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-1036 Authorize Settlement Agreement and Release of Claims; Wiggins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

20. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Maura Mandylek
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 706-201-1201

Organization (if applicable) Indivisible Mobile

Mailing Address of Applicant 2756 Brevard Dr. Mobile

Telephone No. _____ E-mail address mbmandylek@ 36606
gmail.com

Location or address of event where amplification will be used:

Memorial Park, 1800 Airport Blvd.

Date of Event: 8/2/25 Starting Time: 12:00 pm Ending Time 1:30 pm 36606

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

Type of Event: Political rally

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

Music containing obscene language or profanity is prohibited

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



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Name of Applicant: Sanford DeJuan Kidd

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-379-0064 Cell Number: _____

Organization (if applicable) Strikers Club, Inc.

Mailing Address of Applicant 6871 Magnolia Trace. Theodore AL 36582

Telephone No. 251-379-0064 E-mail address Dejuankidd@gmail.com

Location or address of event where amplification will be used:

1100 Springhill Ave. Mobile AL 36604

Date of Event: 2-17-2026 Starting Time: 8:00am Ending Time 8:00pm

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

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Or e-mail to: cityclerk@cityofmobile.org

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NOV 21 4:41 PM '60

R E S O L U T I O N

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

Adopted:

City Clerk

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

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



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted: JUN 24 2025

TABLED

City Clerk

R E S O L U T I O N

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City Clerk

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Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Haktan Ahmed

Mobile Business Address: _____

Telephone _____

Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____

SSN: _____

Address
code

City

State

Zip

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 7

Months: 1

U.S. Citizenship: Yes ☒

No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

Incorporated _____

State of Incorporation _____

Partnership _____

L.L.C. ☒

Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

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

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle.



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

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

A handwritten signature in black ink, appearing to read "Kahtan H Ahmend", is written over a horizontal line.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

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

NOEMID V ACOSTA
Notary Public
Alabama State at Large

A handwritten signature in black ink, appearing to read "Noemid V Acosta", is written over a horizontal line.

Notary Public



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

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

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

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

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

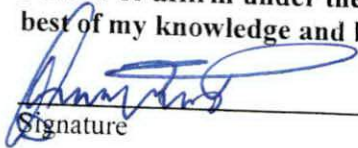
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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


Signature

Date Signed

**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:
Day Trip 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): Kahtan H Ahmed
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	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
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 4 / 18 / 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 11 : 36 ☒ 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).

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed
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.



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

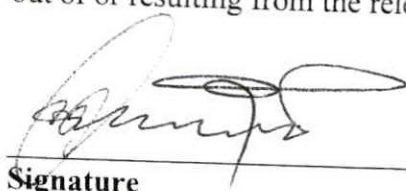
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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


Signature

4/21/25
Date signed



Mobile County Sheriff's Office
Sheriff Paul Burch, Jr.

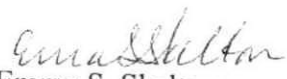
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
1632500317

AHMED, KAHTAN HAZAM

AL0020000

[Signature]

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL002000C

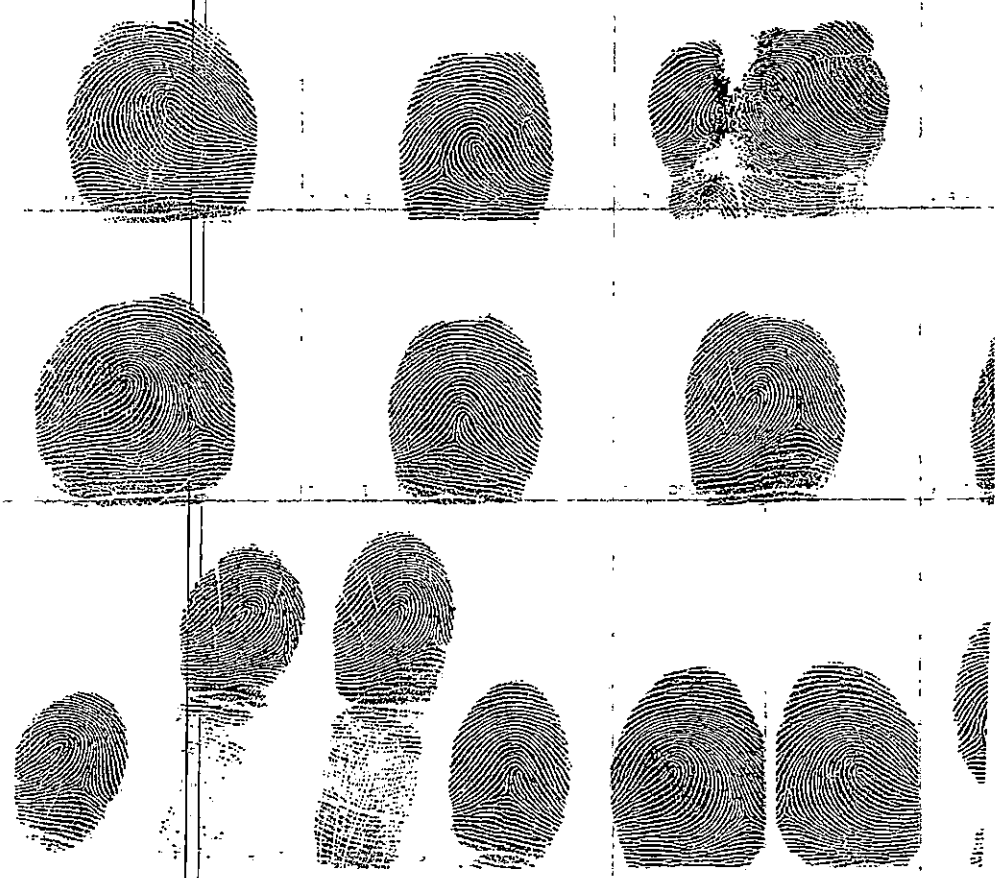
1/21/25

Bonnie Laramie

US

M A 50

APPLICANT SCREENING



Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

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 33-4657859. 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.

Wes Allen
Secretary of State

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

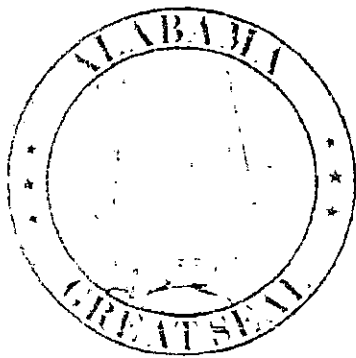
STATE OF ALABAMA

**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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



**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.**

April 18, 2025

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

RES214395

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: KFPOlOnp7J4d6ZNFJWBH | Proof Updated: Jun. 04, 2025 at 01:01pm CDT
Notice Name: Kahtan Ahmed CPCN

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Lana Pafenbach-Gauthier
lana.gauthier@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide: 1

Ad Class: Legals

Total Column Inches: 1.81

Number of Lines: 16

06/11/2025: Other

21.28

Subtotal	\$21.28
Tax	\$0.00
Processing Fee	\$7.13
Total	\$28.41

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a taxicab and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lagniappe RD June 11, 2025

7-24-25
called about
2 forms
- lgs ym



Outlook

Told her
I needed to
speak w/ her
by 2pm
today

CityofMobile.org: Addressing City Council Submission

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

Date Tue 7/22/2025 12:07 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: Mallory Mangold

Date To Address Council: 2025-07-29

Address: 11412 Murray Road

Email: m.mangold89@gmail.com

Phone: 2517516595

Subject And Specific Questions: Animal Shelter and Allocation of \$10 million in funds for a new city animal shelter

Pertain To City Business: Speaking about the city animal shelter is appropriate and relevant to city business - it involves city funding, public safety, and governance. It also relates to public funding and accountability. Additionally, the City of Mobile Animal Services is a city-run department, funded by taxpayer dollars and overseen by city officials.

Signature: Mallory Jordan Mangold

Signature Verify: X

Agree: X

Date Submitted: 2025-07-22 12:07:12

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



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Garrett Williamson Date: 7/22/25

Address: 513 W I-65 Service Rd W

Phone: 251-422-0927 Email: sportfite@aol.com

Date to Address City Council: 7/29/25

Subject (must complete):

mobile Animal Shelter

CITY CLERK'S OFFICE

MOBILE, AL

TU, JUL 22, PM1:20 RCVD

Specific Questions: would like to address a few
suggestions.

Signature: [Signature]

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 7/29 Agenda
Date: Thursday, July 24, 2025 1:50:17 PM

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

Madam Asst. City Clerk,

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

Restoration of Plateau/Africatown
Public Safety
Housing
Economic Development

Thanks. See you all on 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 for the Proposed Rezoning
of Property Located at
5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for proposed rezoning of property located at 5945, 6000, & 6030 Rangeline Road and 5933 Rabbit Creek Drive from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution 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.

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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG

SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described

shall be used for any use allowed in an R-1, Single-Family Residential Suburban District, or B-5, Office Distribution District, until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 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 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-A, Residential Agricultural District**, and **B-5, Office Distribution District**, to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** and **B-5** 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 an **R-1** or **B-5** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S24°40'54"W, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF 3°25'19"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS S25°55'29"W, 125.03 FEET) TO A POINT; THENCE RUN S79°20'04"W, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS S34°47'15"W, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS S43°56'33"W, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF 40°36'18"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS S32°22'12"W, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN S12°03'36"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF 15°28'10"; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS S19°48'44"W, 265.12 FEET) TO A POINT; THENCE RUN S76°08'34"E, 155.84 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN S89°34'47"E, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN S0°16'27"W, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, S0°16'27"W, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, N60°02'53"E, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE RUN S29°49'45"E, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN S60°05'24"W, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN N76°08'34"W, 595.30 FEET TO A POINT; THENCE RUN N13°29'55"E, 1093.06 FEET TO A POINT; THENCE RUN N41°48'43"E, 256.16 FEET TO A POINT; THENCE RUN N44°37'16"E, 777.93 FEET TO A POINT; THENCE RUN N57°48'06"W, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF 3°01'00"; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS N34°47'15"E, 102.12 FEET) TO A POINT; THENCE RUN N79°20'04"E, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: N25°55'29"E, 125.03 FEET) THENCE RUN N24°40'54"E, 260.06 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the

Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **R-1, Single-Family Residential Suburban District**, or **B-5, Office Distribution District**, until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive
Council District 4
Ben Reynolds



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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of John Fayard Real Estate, LLC, for a change in zoning from **R-A, Residential Agricultural District, and B-5, Office Distribution District, to R-1, Single-Family Residential Suburban District, and B-5, Office Distribution District**, for the property located at **5945, 6000 & 6030 Rangeline Road, and 5933 Rabbit Creek Drive**.

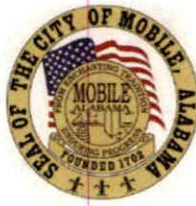
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

John R. Fayard, Jr.
Post Office Box 2189
Gulfport, Mississippi 39505

Re: 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to Single Family Residential Suburban District (R-1) and Office Distribution District (B-5).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**:

- A) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- B) Change. Changing conditions in a particular area make an amendment necessary and desirable.
- C) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval Rezoning the property to **R-1, Single-Family Residential Suburban District**, and **B-5, Office Distribution District**, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$553.28** 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.

ZON-UDC-003228-2025 5945, 6000 & 6030 Rangeline Road and 5933 Rabbit Creek Drive
April 21, 2025

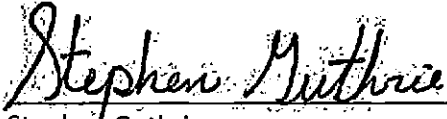
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, reading "Stephen Guthrie". The signature is written in a cursive style with a large, stylized "S" and "G".

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 6030 Rangeline Road
ZON-UDC-003228-2025
Rangeline/Rabbit Creek Drive Subdivision
John Fayard Real Estate, LLC
District 4
Rezoning from Residential Agricultural District (R-A) and Office Distribution District (B-5), to
Single-Family Residential Suburban District (R-1) and Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

Rogers, Payton

From: Molly Stanford <molly@polysurveying.com>
Sent: Thursday, February 20, 2025 3:23 PM
To: Rogers, Payton
Cc: Anderson, Logan; Travarus Franklin; Polysurveying Mail; Brett Orrell
Subject: RE: John Fayard Real Estate, LLC / Rangeline Rabbit Creek Drive Subdivision; ZON-UDC-3228-2025 & SUB-3226-2025

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.

Payton,

We are requesting a holdover so we can schedule a neighborhood meeting. Please holdover until the April meeting. If you need any additional information, please let us know. Thanks.

Best,

Molly Stanford

ALTA Admin Coordinator/Human Resources

5588 Jackson Road
Mobile, AL 36619
251-666-2010 (office)
molly@polysurveying.com



CORPORATE OFFICE

5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

ALABAMA FIELD OFFICES

Daphne: (251) 626-0905
8749
Montgomery: (334) 245-5721

FLORIDA FIELD OFFICES

Pensacola: (850) 696-1661
Defuniak Springs: (850) 790-0045
Tallahassee: (448) 488-0585
Jacksonville: (904) 312-7095

MISSISSIPPI FIELD OFFICES

Ocean Springs: (228) 215-



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address _____

Owner

John Fayard
PO Box 2189

Zip Code 39505

Phone

228-365-6558, Fax _____

Email

j.fayard@johnfayard
warehouse.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

SURVEYOR

Civil Engineer

POLYSURVEYING

Address 5588 JACKSON ROAD Zip Code 36619

Phone 251-666-2010 Fax _____ Email MAIL@POLYSURVEYING.COM

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Signature

John L. Fayard, Jr.
2-3-25

Print

JOHN FAYARD, JR.

Date

Affiliation to project/Organization _____

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised May 2020

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The property is currently split zoned, based on new division of property as a 2-lot subdivision, currently B-5 and R-A.

We are asking to extend the B-5 designation back to meet the rear of the newly formed R-1 development of 18 proposed lots in a separate simultaneous submittal.

Future Land Use Map (FLUM) Designation

B-5 & R-1

Requested Zoning

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

If yes, describe the error

N/A

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

The business has been in operation for many years and are looking to re-develop road frontage lots along

Rabbit Creek Drive for residential purposes. There is no current plan for expansion of B-5, but will need to avoid split zoning.

The B-5 site submitted as is.

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

Residential corridor of Rabbit Creek Drive is to be paved to private road standards in conjunction with

City engineering for residential development.

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

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.

Current use is a steady mix of commercial, industrial and residential that fits this area as it exists today.

The B-5 property is an established trucking company.

2. Describe the surrounding land uses.

The Rangeline Road side of the property shares a mix of industrial and business properties, while the Rabbit Creek Drive side is mostly residential with both R-1 and R-A zoning nearby.

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

Rezoning and movement of the property line for B-5 would meet buffering requirements of the City zoning ordinance.

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

The B-5 portion of the property retains its use and access through Rangeline Road and the proposed residential portion will utilize Rabbit Creek Drive once it is paved to City engineering standards.

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.

The development of the residential lots will provide additional homes for the area near current residential homes and neighborhoods. The portion of the R-A zone to be converted to B-5 allows for expansion of the established trucking business.

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

N/A



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/25

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

Neighborhood Meeting Date: 3/25/25

Neighborhood Meeting Time: 4pm

Neighborhood Meeting Location: Cypress Shores Baptist Church

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: _____)

Applicant's Name: Lynn Nolen
(First Name & Last Name)

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

x Lynn Nolen Date: 3/27/25

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.

**Notice of Neighborhood Meeting
March 7, 2025**

Dear Property Owners:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following applications at Lynn Nolen & Brian Bailey will be submitting to the Mobile City Planning Commission:

- 1. Application Zoning change to rezone the property at 6030 Rangeline Road Mobile, Alabama 36619 from RA to R-1 for Lot 1. As well as rezoning lot 2 from RA to B-5.**
- 2. Application for Conditional Use Permit approval to allow use of the property located at 6030 Rangeline Rd Lot 1- to build single family homes and Lot 2- to build warehouse spaces and laydown yard.**

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

3/25/25

4:00pm

**Cypress Shores Baptist Church
4327 Higgins Rd Mobile, Alabama 36619**

You are receiving this notice because your property is located within 300 feet of 6030 Rangeline Road Mobile, Alabama 36619, in compliance with the notification requirements of Article 5 of the city's Unified Developmental Code. You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced applications, ask questions, and present your views.

Sincerely,



**Lynn Nolen
9970 Lynd Road
Grand Bay, Alabama 36541
lnolen@yahoo.com**

Neighborhood Meeting Summary

Meeting Date: 3/25/25

Meeting Time: 4:00 pm

Meeting Location: Cypress Shores Baptist

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

• We would like to rezone lot 1 from RA to R-1 to build houses on.

• And rezone lot 2 from RA to B-5

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

please see attached plot plan

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):

The neighborhood meeting was called to order @ 4:25 pm. The meeting began with a full proposal of the intended use of the property. After the explanation the floor was opened for questions and discussion. The laydown yard was a large subject. The attendees wanted assurance that there would not be a distribution center built. Lyn Nolen and Mike Dees both attested to the fact that Mr. Fayard said his intent was to build a laydown yard. As far as the residential lots, privacy was a concern.

Neighborhood Meeting Summary

Date: 3/25/25
Applicant: _____

Meeting Location: Cypress Shores Baptist Church
Application: _____

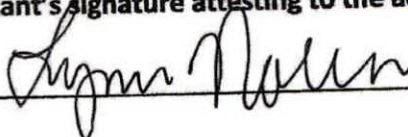
(Meeting summary, continued)

as to which multiple options were proposed.
The time line for the upcoming projects were discussed
as what steps are needed to move forward.
The meeting ended on a positive note and everyone
understood the plan moving forward. The meeting
ended @ 4:52 pm.

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

The Neighborhood Meeting ended at the following time: 4:52 pm

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

x  Date: 3/27/25

Neighborhood Meeting

Date: 3/25/25

Time: 4:00pm

Location of Neighborhood Meeting: Cypress Chapres
Baptist Church

Project Location: 6030 Rangeline Rd

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

Lot 1: RA → R-1

Lot 2: RA → B-5

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

x Dignu Nuru Date: 3/27/25

Please Sign In:

Name: Kathleen Parker Email: kathleenparker307@yahoo.com
Address: 5960 Riverchase Dr S Phone: 251 604 7329
Mobile 361219

Name: Lee Hoffmann Email: None
Address: 4611 General Rd Mobile AL Phone: 251 509 5981

Name: Jerry Oldshue Email: boldshue@me.com
Address: 6000 Riverchase Dr. S. Phone: 265 772 7796

Name: Anthony Hammond Email: anthony@expresswayconstruction.com
Address: 5930 Riverchase Dr S Phone: 251 680-1500

Neighborhood Meeting Sign-in Sheet
Date: 3/25/25
Applicant: _____

Meeting Location: Cypress Shores Baptist Church
Application(s): _____

Name: Stephanie Bender
Address: 10070 Riverchase Dr S.
Email: smb904@yahoo.com
Phone: 251-458-1632

Name: Allison Little
Address: 5870 Everdale Dr. N.
Email: allisonlittle2015@aol.net
Phone: 251-767-8069

Name: Josh McKee
Address: 5920 Riverchase Dr N
Email: JMcKee22@gmail.com
Phone: 304-312-1234

Name: Randy Dondel
Address: 5810 Riverchase Dr N
Email: rdondel@bellsouth.net
Phone: 251-463-7570

Name: Sherene P. Boag
Address: 5860 Riverchase Dr N
Email: sheredees@sheredees.com
Phone: 251-510-1001

Name: Mike Boag
Address: 5860 Riverchase Dr N
Email: mikedoes@southernfund.com
Phone: 251-510-1005

Name: Suzanne M. Boag
Address: 5840 Riverchase Dr N.
Email: SuzanneMBoag@bmsc.org
Phone: 251-583-7535

Name: Row M. Boag
Address: 5840 Riverchase Dr N
Email: RowMBoag@bmsc.org
Phone: 251-583-7537

Neighborhood Meeting Sign-In Sheet

Date: 3/25/25
Applicant: _____

Meeting Location: Cypress shores Baptist church
Application(s): _____

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

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

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

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

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

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

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

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

March 25, 2025

planning comm. Appl.
the meeting for the rezoning for the ~~John~~ John Fayard property located at was held at: Cypress Shores Bapt. Church on March 25, 2025 @ 4:00 pm.

~~John~~ Lyn Nolen was representing the applicant John Fayard and presided over the meeting.

There were twelve households represented, eleven from Riverchase Estates and one from other.

Lyn Nolen called meeting to order at 7:25 after some discussion regarding zone differences; current zoning and proposed rezoning. There was a full size plat for viewing and discussion.

Further in the discussion from the plat we discussed the smaller lots that are up for rezoning and also the remaining property that would be rezoned for the B3 zoning for John Fayard's property.

Some of the discussion and concern was the question of Mr. Fayard building a distribution center. ~~He~~ ^{Lyn} explained that according to Mr. Fayard, it should be a laydown yard ^{and} of warehouses similar to what is already there. Mike Dees of Riverchase spoke up and said that it was his

Understanding as well that this was his intent and not distribution center

The discussion for the residential lots ~~were~~ were discussed in detail about lot size and min. sq. ~~footage~~ ^{footage}. Lyn explained that he typically builds 2,000 or larger custom homes and the lot sizes will avg. 85' x 150'. The neighbors wanted to make sure there will be covenants & restrictions. I ~~be~~ assured there would.

- Further discussion about privacy for the Riverchase neighborhood. Specifically the South end where there is minimal tree coverage. We discussed having some common

ground between the two parties by planting cedar trees on the west side of the road on the prop. line of the owners of the Riverchase Lots.

There was a question asked to Lyn about the time frame moving forward and Lyn explained to them that he would turn in the minutes ~~and~~ ^{to} record from this meeting, and sign the sheet March 26th 2025. At that time planning will notify us of a meeting that will take place that we will attend to discuss with city planning.

~~For the people that~~ ^{were} ~~attending~~
~~the meeting,~~ there appeared to be
~~mostly positive~~

~~For the most part,~~ the 1

The general consensus of the meeting
ended on a positive note. As if
they understood our plan in moving
forward.

Meeting was adjourned @ 4:52 pm.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

(1)

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

(11)

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

(21)

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

(2)

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

(12)

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

(22)

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

(3)

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

(13)

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

(23)

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

(4)

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

(14)

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

(24)

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

(5)

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

(15)

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

(25)

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

(6)

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

(16)

Polysurveying and Engineering

Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

(26)

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

(7)

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

(17)

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULF PORT MS 39505

(27)

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

(8)

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

(18)

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

(28)

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

(9)

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

(19)

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

(10)

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

(20)



Add a Caption

Friday • Mar 7, 2025 • 2:01PM

Adjust

✓ IMG_4573

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm f1.78

24 MP • 4284 × 5712 • 5.1 MB

ISO 80

24 mm

0 ev

f1.78

1/4310 s

Add a location...



John Fayard Moving & Warehousing, L.L.C.

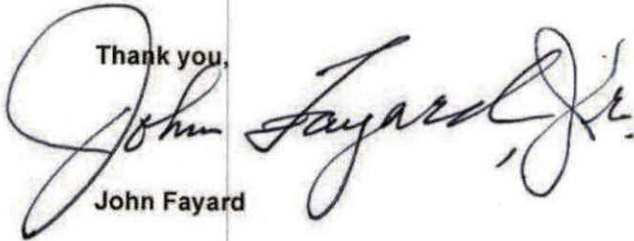
P.O. Box 2189 • Gulfport, MS 39505
Phone (228) 864-2262 • (866) 862-0867

March 31, 2025

To whom it may concern:

I, John Fayard, nominate Lynn Nolen to be my proxy for the purposes of rezoning the property at 6030 Rangeline Road Mobile, Alabama 36619, Lot 1 & Lot 2. I grant him full permission to act in my absence.

Thank you.


John Fayard



Warehousing • Container & Trailer Rentals • Record Storage • Climate Controlled Storage

ALLIED



Add a Caption

Friday • Mar 7, 2025 • 1:48 PM

Adjust

IMG_4570

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm f1.78

12 MP • 3024 × 4032 • 1.7 MB

ISO 64

83 mm

0 ev

f1.78

1/4310 s

Add a location...





Add a Caption



Look Up Plant >

Friday • Mar 7, 2025 • 1:57 PM

Adjust

📁 IMG_4571

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm $f1.78$

24 MP • 4284 × 5712 • 4.9 MB

ISO 80

24 mm

0 ev

$f1.78$

1/3247 s

Add a location...





Add a Caption

Friday • Mar 7, 2025 • 1:57 PM

Adjust

✓ IMG_4572

Apple iPhone 15 Pro Max

HEIF

Main Camera — 24 mm $f1.78$

12 MP • 3024 × 4032 • 762 KB

ISO 64

89 mm

0 ev

$f1.78$

1/1724 s

Add a location...



PROPOSED LOT 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN $S24^{\circ}40'54''W$, ALONG THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, 260.06 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2093.86 AND A DELTA ANGLE OF $3^{\circ}25'19''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE, AN ARC LENGTH OF 125.05 FEET (CHORD BEARS $S25^{\circ}55'29''W$, 125.03 FEET) TO A POINT; THENCE RUN $S79^{\circ}20'04''W$, 203.40 FEET TO A POINT ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF $3^{\circ}01'00''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS $S34^{\circ}47'15''W$, 102.12 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 591.21 FEET (CHORD BEARS $S43^{\circ}56'33''W$, 588.93 FEET) TO THE P.R.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 994.96 AND A DELTA ANGLE OF $40^{\circ}36'18''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 705.12 FEET (CHORD BEARS $S32^{\circ}22'12''W$, 690.46 FEET) TO THE P.T. THEREOF; THENCE RUN $S12^{\circ}03'36''W$, ALONG SAID EAST RIGHT-OF-WAY LINE, 607.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 984.93, AND A DELTA ANGLE OF $15^{\circ}28'10''$; THENCE RUN SOUTHWESTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE, AN ARC LENGTH OF 265.92 FEET (CHORD BEARS $S19^{\circ}48'44''W$, 265.12 FEET) TO A POINT; THENCE RUN $S76^{\circ}08'34''E$, 155.84 FEET TO A POINT; THENCE RUN $N13^{\circ}29'55''E$, 1093.06 FEET TO A POINT; THENCE RUN $N41^{\circ}48'43''E$, 256.16 FEET TO A POINT; THENCE RUN $N44^{\circ}37'16''E$, 777.93 FEET TO A POINT; THENCE RUN $N57^{\circ}48'06''W$, 151.81 FEET TO THE POINT OF BEGINNING.

PROPOSED LOT 2

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, D.R. TAYLOR SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 34 IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE ALABAMA, SAID POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE; THENCE RUN $S89^{\circ}34'47''E$, ALONG THE NORTH LINE OF SAID LOT 1, 67.38 FEET TO A POINT; THENCE RUN $S0^{\circ}16'27''W$, ALONG THE EAST LINE OF SAID LOT 1, 774.20 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUE ALONG SAID LINE, $S0^{\circ}16'27''W$, 89.83 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 1, RANGE LINE - HAMILTON INDUSTRIAL PARK, THIRD ADDITION, AS RECORDED IN MAP BOOK 46, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN ALONG THE NORTH LINE OF SAID SUBDIVISION, $N60^{\circ}02'53''E$, 555.24 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY

LINE OF RANGE LINE ROAD; THENCE RUN $S29^{\circ}49'45''E$, ALONG SAID RIGHT-OF-WAY LINE, 1050.11 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT "A", FAYARD SUBDIVISION, AS RECORDED IN MAP BOOK 74, PAGE 71 IN THE OFFICE OF THE JUDGE OF PROBATE COURT; THENCE RUN $S60^{\circ}05'24''W$, ALONG THE SOUTH LINE OF SAID LOT "A", 2018.52 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LOT "A"; THENCE RUN $N76^{\circ}08'34''W$, 595.30 FEET TO A POINT; THENCE RUN $N13^{\circ}29'55''E$, 1093.06 FEET TO A POINT; THENCE RUN $N41^{\circ}48'43''E$, 256.16 FEET TO A POINT; THENCE RUN $N44^{\circ}37'16''E$, 777.93 FEET TO A POINT; THENCE RUN $N57^{\circ}48'06''W$, 151.81 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1 OF D.R. TAYLOR SUBDIVISION, LOCATED ON A CURVE, CONCAVING TO THE NORTHWEST, HAVING A RADIUS OF 1939.86, AND A DELTA ANGLE OF $3^{\circ}01'00''$; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND EAST RIGHT-OF-WAY LINE OF RABBIT CREEK DRIVE, AN ARC LENGTH OF 102.13 FEET (CHORD BEARS $N34^{\circ}47'15''E$, 102.12 FEET) TO A POINT; THENCE RUN $N79^{\circ}20'04''E$, 203.40 FEET TO A POINT ON A CONCAVING CURVE TO THE NORTHWEST WITH A RADIUS OF 2093.86 FEET; THENCE RUN ALONG SAID CURVE, 125.05 FEET (CHORD BEARS: $N25^{\circ}55'29''E$, 125.03 FEET) THENCE RUN $N24^{\circ}40'54''E$, 260.06 FEET TO THE POINT OF BEGINNING.

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

JOHN FAYARD REAL ESTATE LLC
P O BOX 2189
GULFPORT MS 39505

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

HOFFMAN LEROY
4611 GENERAL RD
MOBILE AL 36619

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

ROONEY DAVID
7630 CAMERON CT
MOBILE AL 36695

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

RANGELINE ROAD PROPERTIES L L C, AS
ASSIGNEE OF
3520 SCENIC DR
MOBILE AL 36605

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

BG BAYOU PROPERTIES LLC
6110 RANGELINE RD
THEODORE AL 36582

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

MCGOWIN PROPERTIES LTD C/O BAILEY
BRIAN ROWELL
5990 RIVERCHASE DR S
MOBILE AL 36619

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

THOMPSON PROPERTIES LLC
2136 MARCHFIELD DR W
MOBILE AL 36693

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE AL 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

Polysurveying and Engineering
Brett Orrell
5588 Jackson Road
Mobile, AL, 36619

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

COOPER PATRICIA V, ANTHONY A
COOPER, LYNNELL C MORROW AND
900 HILLCREST RD STE A5
MOBILE AL 36695

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

MCKEE JOSHUA JOSEPH & KELSEY
CATHERINE RINGEL MCKEE
5920 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

LITTLE BRIAN HEITH & ALLISON NELSON
LITTLE
5870 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

MARKS SEAN PAUL & ELIZABETH
ALDRIDGE HARRIS MARKS
5950 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

PARKER KATHLEEN
5960 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

GAYLORD BRUCE WALTER & PAMELA KAY
GAYLORD
6020 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

LEACH JEFFREY ROBERT & JONELLE
KEARLEY LEACH AS TRUSTEES (MORE)
6030 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

OLDSHUE JERRY C JR & PAIGE OLDSHUE
6000 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

BAILEY BRIAN R & JUDY C
5990 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

JONES GLENDA DARLENE & DWAYNE
CLARK JONES
6052 RIVERCHASE DR S
MOBILE AL 36619

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

BIERMAN TODD & CAROLINE BIERMAN
6399 N COUNTY ROAD 1200E
CHARLESTON IL 61920

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

SEWELL JAMES W & STEPHANIE M
BENDER
6070 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

RIZK SIMON GEORGES & SUSAN CAROLINE
RIZK
6094 RIVERCHASE DR S
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619

MORROW BILLY RONALD & LYNNELL C
5840 RIVERCHASE DR N
MOBILE AL 36619



Agenda Item # 12

SUB-003226-2025 & ZON-UDC-003228-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5945, 6000, & 6030 Rangeline Road, and 5933 Rabbit Creek Drive

Subdivision Name:

Rangeline/Rabbit Creek Drive Subdivision

Applicant / Agent:

John Fayard Real Estate, LLC

Property Owners:

John Fayard Real Estate, LLC

Current Zoning:

R-A, Residential Agriculture District
& B-5, Office Distribution District

Proposed Zoning:

R-1, Single-Family Residential Suburban District,
& B-5, Office Distribution District

Future Land Use:

Low Density Residential, Light Industry
& Heavy Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-A & B-5, to R-1 & B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the west, and industrial and commercial units to the east.

APPLICATION NUMBER	12	DATE	April 17, 2025	N NTS
APPLICANT	Rangeline/Rabbit Creek Drive Subdivision			
REQUEST	Subdivision, Rezoning from R-A and B-5 to R-1 and B-5			

SITE HISTORY

Portions of the overall site have been the subject of the following subdivision approvals, prior to their annexation into Mobile City limits:

- Rangeline Hamilton Industrial Park Subdivision, Third Addition, a one (1)-lot subdivision approved and recorded in 1990;
- Fayard Subdivision, a one (1)-lot subdivision approved and recorded in 1997; and
- D R Taylor Subdivision, a one (1)-lot subdivision approved and recorded in 1998.

The remaining portion of the overall site is composed of two (2) metes-and-bounds parcels.

Rezoning of the associated properties from R-1, Single-Family Residential District, to R-A, Residential Agriculture District, and B-5, Office Distribution District, was adopted by City Council as part of the site's annexation into Mobile City limits in 2009.

There are Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
- E. Show and label each and every Right-Of-Way and easement.
- F. Rabbit Creek Dr. is currently not open for use. The road, and a turnaround, must be permitted, constructed and accepted prior to issuing a CO to any proposed structure on LOT 1.
- G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- H. Add a note that 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.
- I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

- J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
- 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
- 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- 4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- 5. 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.
- 6. 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.
- 7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from three (3) legal lots of record and two (2) metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lots each have frontage along Rabbit Creek Drive, a minor street without curb and gutter requiring a 60-foot-wide right-of-way. Proposed Lot 2 also has frontage along Rangeline Road, an ALDOT-maintained Principal Arterial Street requiring a 300-foot-wide right-of-way at this location. The preliminary plat depicts a sufficient right-of-way width along Rabbit Creek Drive, making additional dedication unnecessary, but the plat depicts a varying right-of-way along Rangeline Road. Internal map images and parcel data indicate there is sufficient right-of-way along Rangeline Road; therefore, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 300-foot-wide right-of-way along Rangeline Road (whichever is greater).

Proposed Lot 2 would be considered a double-frontage lot, which is discouraged by Section 6.C.7. of the Subdivision Regulations; however, access to Rabbit Creek Drive may help alleviate potential traffic impacts along Rangeline Road depending on future development and use of the property, suggesting a waiver of Section 6.C.7. may be appropriate.

Both lots exceed the minimum size and area requirements for lots served by public water and sanitary sewer in the site's existing and proposed zoning district classifications and are appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. If approved, this information should be retained on the Final Plat, adjusted for any required dedication.

The lots exceed the minimum width requirements of Sections 6.C.2(b)(2) and 6.C.2(b)(4) of the Subdivision Regulations for residential and non-residential lots along both street frontages.

A 25-foot front yard setback is illustrated along each street frontage, in compliance with the dimensional requirements of Article 2 for each existing and proposed zoning classification, as required by Section 5.C.2.(i) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

If approved, the subdivision would result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the split zoning of Lot 2, between the R-A and B-5 zoning districts. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of the report, is to modify the zoning district boundaries to be compatible with the proposed subdivision, to eliminate the potential for the split zoning, but also to rezone portions of the property zoned R-A (proposed Lot 1) to R-1, Single-Family Residential Suburban District, to accommodate future development of the site with single-family dwellings. The resulting B-5 portion of the site (proposed Lot 2) is currently developed for use as a warehousing and distribution center, and the site plan does not show any additional development of that site at this time.

The site is surrounded by properties zoned I-1, Light Industry District, to the North and East; B-5, Office-Distribution District, to the East and South; R-A, Residential Agriculture District, to the South and West; and R-1, Single-Family Residential Suburban District, to the West. Most of the adjacent properties in the B-5 and I-1 zoning district are developed for commercial and industrial use, whereas the adjacent residentially zoned properties are undeveloped.

Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. Considering the rezoning request is for zoning designations with greater use restrictions than those in other residential and commercial districts, approving the request may be appropriate in that it would have little, if any, impact to the surrounding neighborhood.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way or, if less than 300 feet, dedication to provide 150 feet from the centerline of Rangeline Road;
2. Retention of the 60-foot-wide right-of-way along Rabbit Creek Drive;
3. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback along each street frontage, adjusted for any required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
6. Completion of the Rezoning request to eliminate the potential for any split-zoned lots;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;

9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

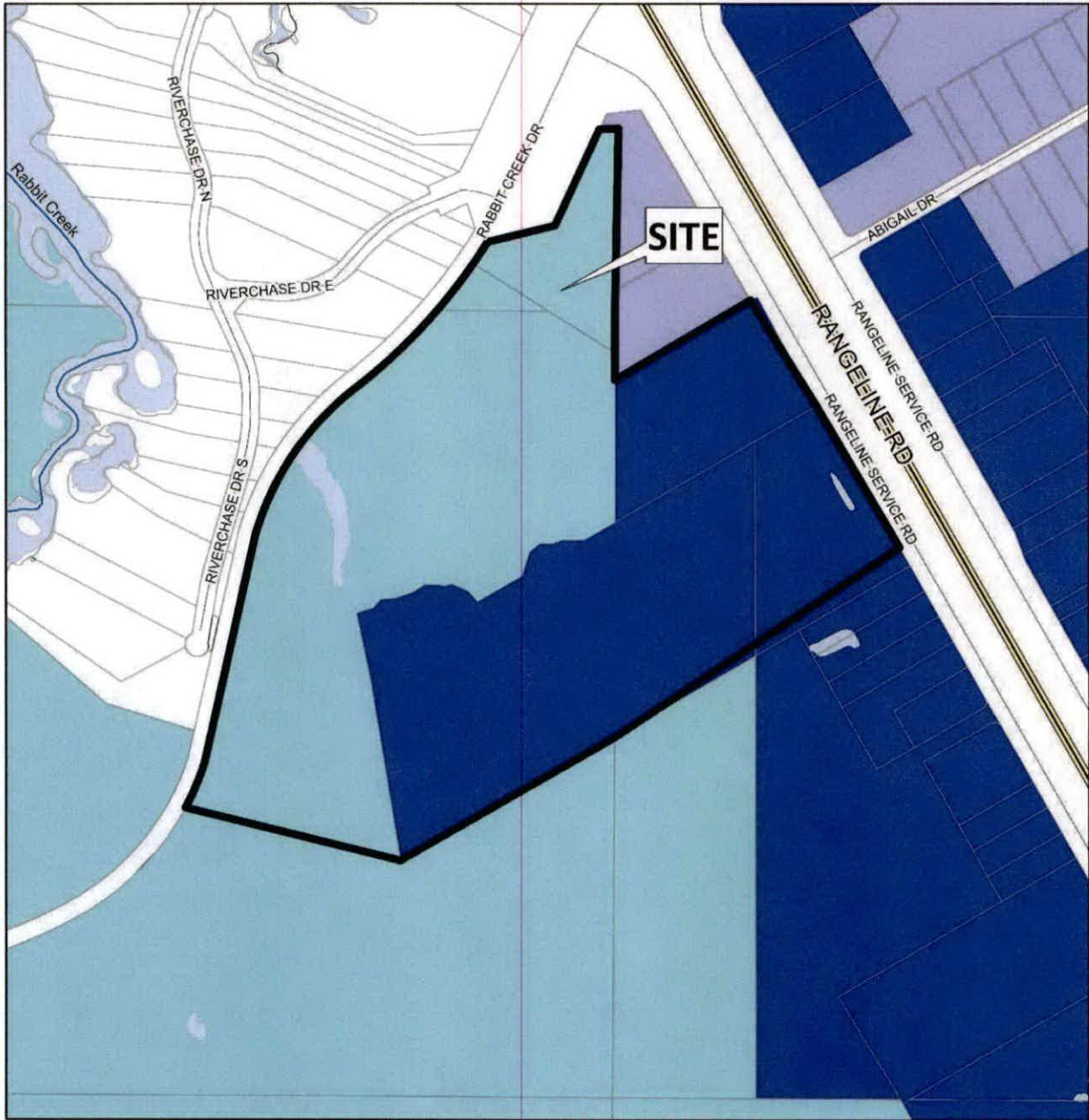
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

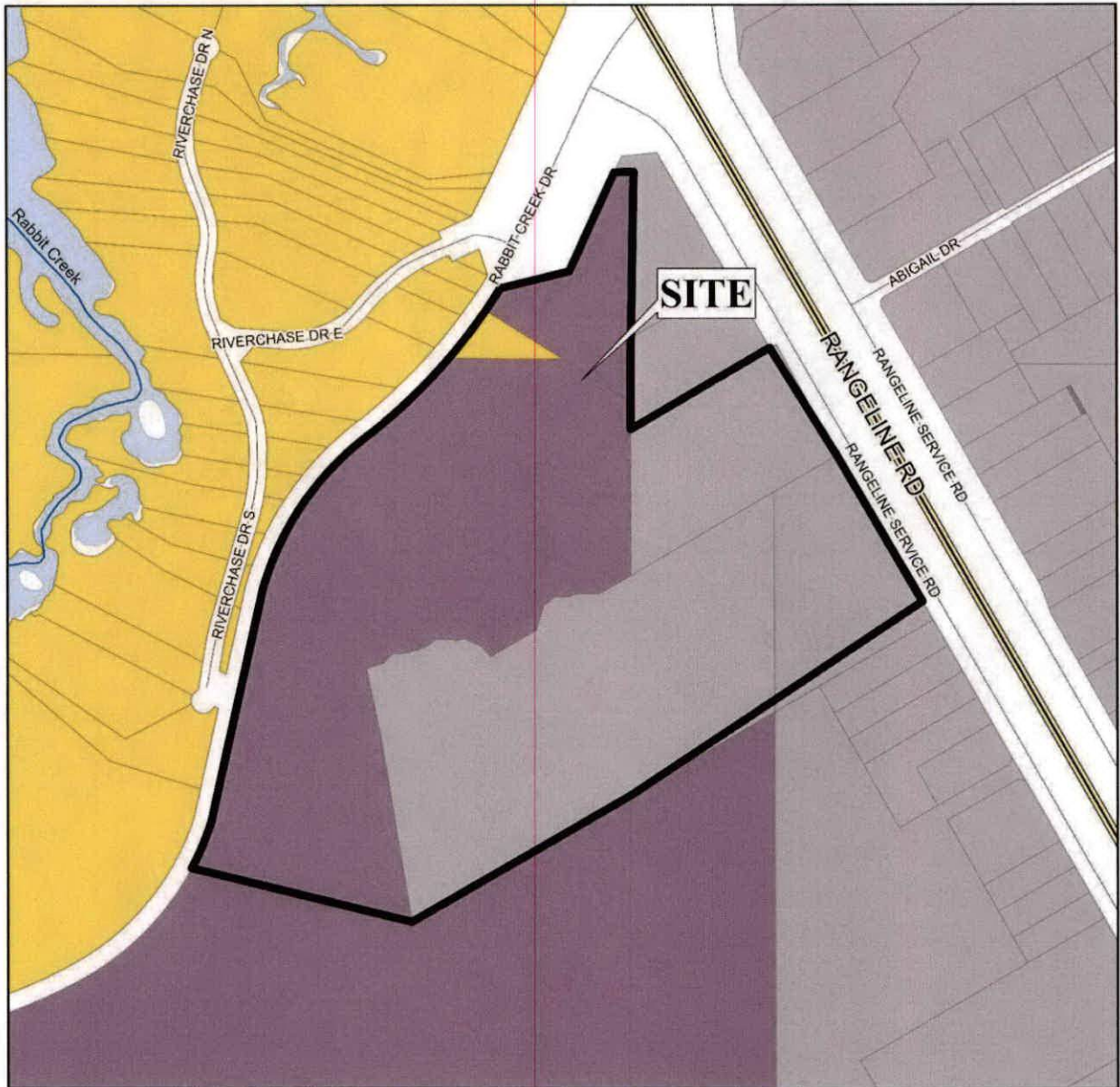
LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE April 17, 2025
APPLICANT Rangeline/Rabbit Creek Drive Subdivision
REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE April 17, 2025

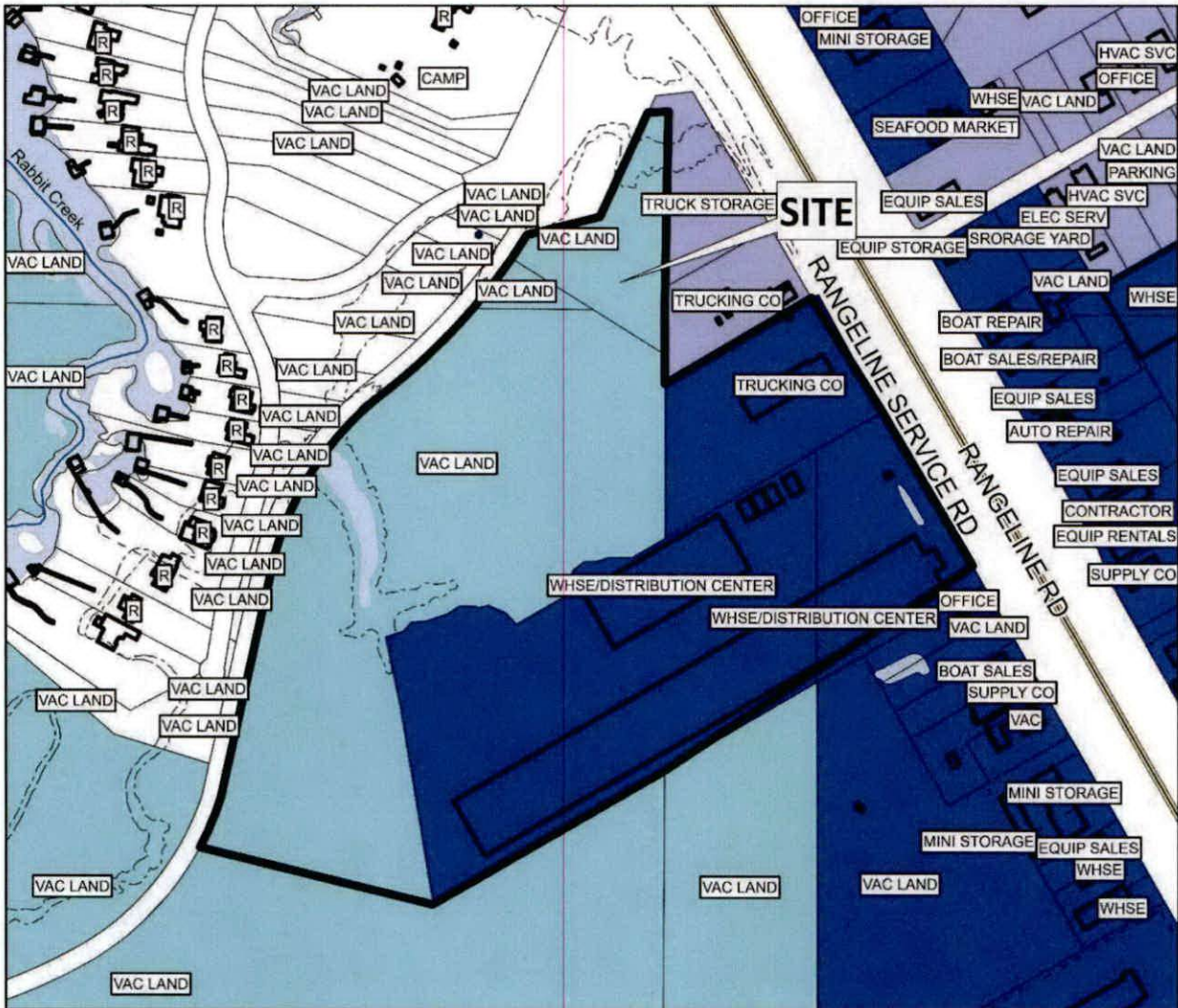
APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 to the west, and industrial and commercial units to the east.

APPLICATION NUMBER 12 DATE April 17, 2025

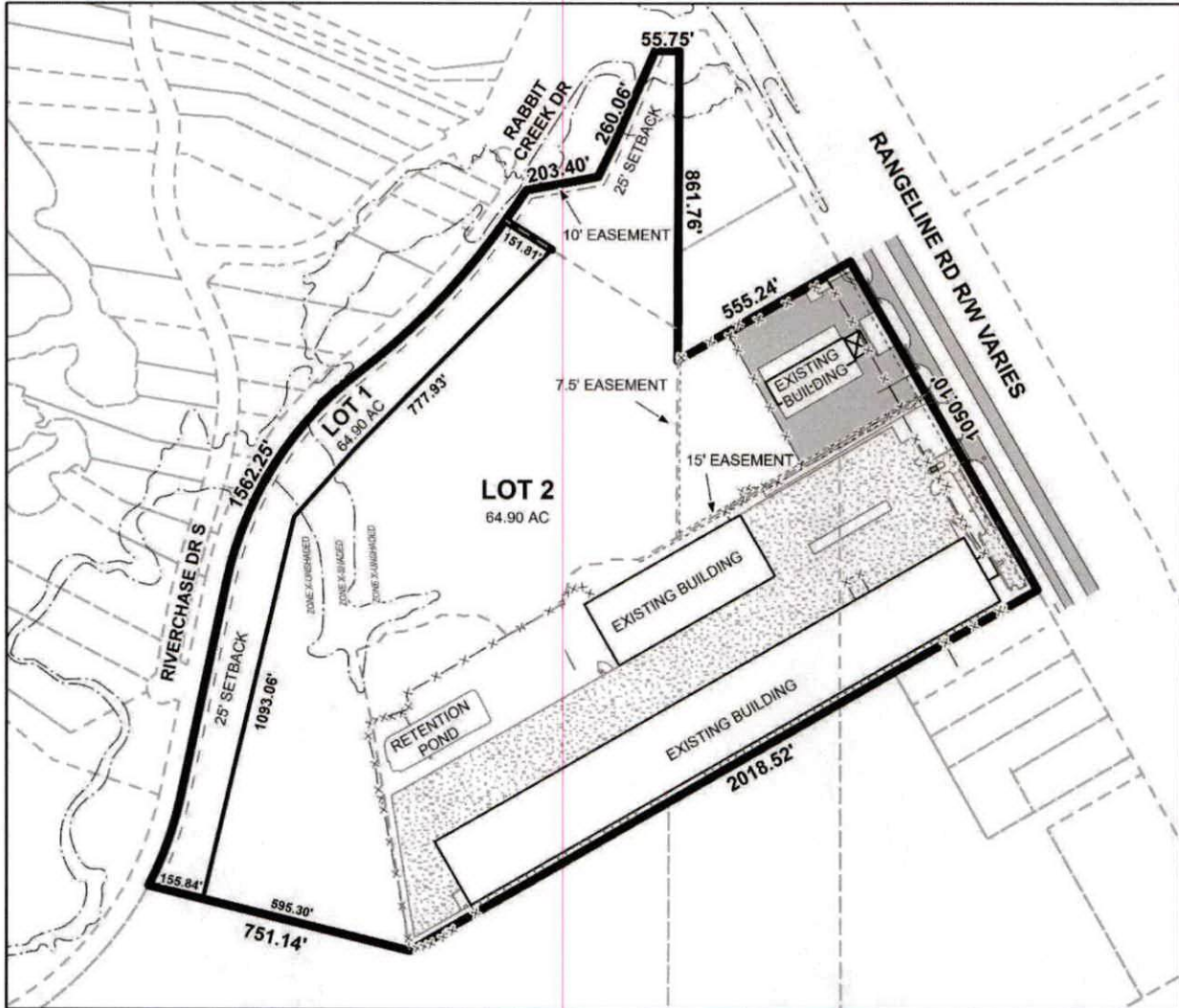
APPLICANT Rangeline/Rabbit Creek Drive Subdivision

REQUEST Subdivision, Rezoning from R-A and B-5 to R-1 and B-5

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



SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, flood zones, and existing building.

APPLICATION NUMBER	12	DATE	April 17, 2025
APPLICANT	Rangeline/Rabbit Creek Drive Subdivision		
REQUEST	Subdivision, Rezoning from R-A and B-5 to R-1 and B-5		



Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of

heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as

buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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

Zoning District Correspondence Matrix

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planning Approval for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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

WHEREAS, a Planning Approval was approved on June 15, 2023, to allow the expansion of an existing church school in an R-1, Single-Family Residential Suburban District, on property located at the Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID

SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planning Approval that was approved for said location on **June 15, 2023**. The owner of said property has applied for a Major Modification of the Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the major modification to allow construction of a soccer field is subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will 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

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WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory**



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

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

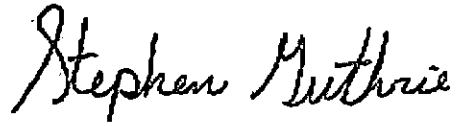
The Mobile City Planning Commission at its meeting on **May 15, 2025**, considered the request of **St. Paul's Episcopal School** for a Major Modification of a previously approved Planning Approval **allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane.**

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

PLANNING AND ZONING
9 JUN 2025 AM 9:13



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 4, 2025

AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003325-2025

St. Paul's Episcopal School
District 7

Major Modification of a previously approved Planning Approval allowing expansion of an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

MOD-003325-2025 Northwest corner of Loyola Lane and Provident Lane
June 4, 2025

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$657.40** 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.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

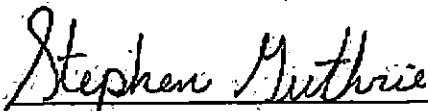
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

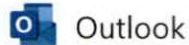
Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AMS:13



MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>**Date** Tue 5/6/2025 7:42 AM**To** Planning <planning@cityofmobile.org>

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

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com



Outlook

MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>**Date** Sat 5/3/2025 11:42 AM**To** Planning <planning@cityofmobile.org>

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

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

Thank you.

Jean Outlaw Sherman

5/12/25, 11:33 AM

Mail - Anderson, Logan · Outlook

James E. Robertson, Jr.
254 College Lane

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.



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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

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:	See attached sheet	Don Whittington
Firm:		McCrary & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive 49+/- Acres
 Property Address See attached sheet Property Area (acres or square feet)
 Parcel Number(s) or Key Number(s) R-1 N/A
 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.

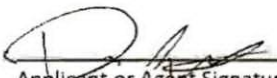
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No ☐ Not Applicable

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.

See attached Letters of Authorization

Owner Signature


 Applicant or Agent Signature (if applicable)
 Don Whittington - McCrary & Williams, Inc.

4-16-25

Date

4/21/25
 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.

See attached Letters of Authorization

Applicant or Agent Signature

4-16-25

Date

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 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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
St. Paul's has existed and operated in the community as a school for many years. They are requesting
a modification to a previously approved Planning Approval to include the additional property they acquired
on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of
2 soccer fields for student activities only.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned
area for many years. The addition of the proposed soccer fields will not create any additional traffic
along Old Shell Road, Provident Lane of Loyola Lane.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The proposed soccer fields will provide the students a playing field in a closer proximity to their
class rooms.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
1- existing single story 1,056 s.f., 30' tall building will remain.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
A 6' high privacy fence inside a 10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:
Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:
8:00 AM to 9:00 PM

☐ Other conditions that are unique to the use of the property:
St. Paul's provides a top tier education for students from grades Pre-K through High School.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

With the exception of the existing 1,056 s.f building to remain, the entire area will be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

8. 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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

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

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

Revised February 2023

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

P. Andrews CFO/COO

Signature

Springhill College
4000 Dauphin Street
MOBILE, AL 36608

APRIL 16, 2025

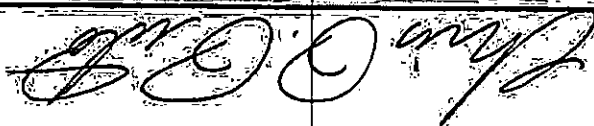
City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633
To Whom It May Concern:

This letter is to acknowledge that I give McCroxy & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved of revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher R. Felt, Ph.D.

Printed Name of Authorized Representative



Signature

Application Submission Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile AL Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrary & Williams Inc.

Address 3207 International Dr Mobile AL Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code 36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 4/17/25

Signature _____ Print _____

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

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

ABBENE MICHAEL M & DEA E
PO BOX 160
SUMMERDALE, AL 36580

WHETROCK, LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

JONES BERNICE C
C/O ROBERT D PIERCE JR
18779 SCENIC HWY 98
FAIRHOPE, AL 36532

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

PRINGLE ANNA BELL
4009-D5 OLD SHELL RD
MOBILE, AL 36608

DIAZ MARIA T
4009 OLD SHELL RD #E20
MOBILE, AL 36608

BROUGHTON MARY C
255 TUTHILL LN
MOBILE, AL 36608

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

CROFT JAMES STEVEN & THERESA
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

RUSS ROBERT WILSON III
1745 HUNTER AVE
MOBILE, AL 36604

GASTON GEARY A & MARGARET
8120-K HWY 98
SEMMES, AL 36575

FRIEDMAN BARRY & MARJORIE
4006 OLD SHELL RD
MOBILE, AL 36608

LOFTIN MARIAN W AS TRUSTEE OF
CHARLIE W LOFTIN
4004 OLD SHELL RD
MOBILE, AL 36608

CATHOLIC SOCIETY OF RELIGIOUS &
LITERARY EDUCATION
4511 W PINE BLVD, STE. B
ST. LOUIS, MO 63108

AMBERGER NICHOLAS & MELANIE
3940 MCREE LN
MOBILE, AL 36608

LAMAR WILLIAM BIBB III & ROSA
3950 OLD SHELL RD
MOBILE, AL 36608

TROPEANO ANA KARINA
423 E BEACH DR
OCEAN SPRINGS, MS 39564

SMITH DAVID CLAYTON & CHRISTINA
3916 MCREE PL
MOBILE, AL 36608

ELDER MARK J & RAINA F
3962 OLD SHELL RD
MOBILE, AL 36608

CASSITY AMY V
100 DU RHU DR UNIT G
MOBILE, AL 36608

MCELROY JEANNE F & DONNA L
MCELROY
C/O DANIEL BOWLING, EXEC OF EST
339 PATTERSON WAY NE
ATLANTA, GA 30312

HART JUSTIN R & STACEY H
3936 MCREE LN
MOBILE, AL 36608

DRUHAN RHEN & THOMAS J DRUHAN
137 DOGWOOD LN
MOBILE, AL 36608

JOHNSON WYATT & LYDIA K
250 DOGWOOD LN
MOBILE, AL 36608

STEVENS SCOTT D & CAROLINE C
3863 OLD SHELL RD
MOBILE, AL 36608

BROWN SUSAN VALENTINE
3454 LOYOLA LN
MOBILE, AL 36608

BRIGHAM WILLIAM HENRY JR
3452 LOYOLA LN
MOBILE, AL 36608

CHARLES E SMITH & ROSE ANN
TRUSTEES
3450 LOYOLA LN
MOBILE, AL 36608

TALBOTT RICHARD & ROSEMARY
3851 OLD SHELL RD
MOBILE, AL 36608

ATKINS RALPH L
820 ASHWOOD DR E
MOBILE, AL 36693

TAFRA MICHAEL & KAREN
PO BOX 107
DAUPHIN ISLAND, AL 36528

RILEY REGORY LYNN & JAMES
DOUGLAS LOUDEN
1902 GOVERNMENT ST
MOBILE, AL 36606

ROBBINS SETH HENRY III
108 DU RHU #C
MOBILE, AL 36608

COOK ROBERT H & JANE E HERRIN
1921 FULLER ST
HATTIESBURG, MS 39401

STANTON BRENDA J
2123 SHEFFIELD CT
MOBILE, AL 36693

PATEL ANGELA
PO BOX 5463
GULF SHORES, AL 36547

HORNER JOHN M JR & ALLISON
4226 BELLEVUE LN
MOBILE, AL 36608

THORNTON ERIN RAE
110 DU RHU DR #C
MOBILE, AL 36608

JOHNSON FRED A & MARTHA T
C/O E MICHAEL JOHNSON
7 DRURY LN
MOBILE, AL 36608

ROBINSON DUDLEY MCNEILL &
WILLIAM C WAECHTER III
258 DOGWOOD LN
MOBILE, AL 36608

WARD MARY COYE & LYNN WARD
112 DU RHU DR #K
MOBILE, AL 36608

HENRY KATHY W & PATRICK D
2859 STARLIT DR W
MOBILE, AL 36693

CMB LP
PO BOX 178
LUCEDALE, MS 39452

MCGUIRE JAMES E
PO BOX 6150
MOBILE, AL 36660

CASTILLO SERGIO A
3850 LLEWELYN DR
MOBILE, AL 36608

ROGERS JOEL S & ANGIE K
100 DU RHU DR #C
MOBILE, AL 36608

ZOGHBY JEFF
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

CANFIELD LEWIS
276 MAYFLOWER ST
MOBILE, AL 36607

SALES DIRECT LLC
PO BOX 9877
MOBILE, AL 36691

SMP PROPERTIES LLC
5570 NEVIUS RD
MOBILE, AL 36619

KAY INVESTMENTS LLC
C/O JOHN W LASSITER III
1001 CULLOMBURG RD
SILAS, AL 36919

WELLS WILLIAM S
130 DU RHU DR UNIT C
MOBILE, AL 36608

JENSEN WILLIAM O & JUDITH M
812 DOGWOOD LN
TOWNVILLE, SC 29689

BLACKBURN DANIEL G
PO BOX 458
BAY MINETTE, AL 36507

THE COMMONS AT SPRINGHILL
116 DU RHU DR
MOBILE, AL 36608

MCVAY MALCOLM AS TRUSTEE
12185 JESSAMINE ST
MAGNOLIA SPRINGS, AL 36555

TANNER LOIS VIRGINIA LOTT
PO BOX 55
CITRONELLE, AL 36522

MIRROR LAKE RAQUET CLUB
PO BOX 40004
MOBILE, AL 36604

SLAUGHTER ROBERT J
11000 KELLY ROAD
MOBILE, AL 36608

JOHNSTON MARGARET D
1008 HWY 90
MOBILE, AL 36693

KITSOS SARAH M
110 DU RHU DR UNIT H
MOBILE, AL 36608

ROBERTSON MARGARET LYNN
1008 TEXAS ST
MOBILE, AL 36604

QUINNELLY JEFFREY F & HUNTER J
QUINNELLY
PO BOX 81449
MOBILE, AL 36689

MORGAN ELISKA & MICHAEL
63 NACK LN
MOBILE, AL 36608

WELLS WILLIAM P JR
106-A DU RHU DR
MOBILE, AL 36608

SLEDGE ANGELA N
114-E DU RHU DR
MOBILE, AL 36608

URBANSKI GREG ANTHONY
PO BOX 81194
MOBILE, AL 36689

HAYES MARTHA P
124 DU RHU DR UNIT D
MOBILE, AL 36608

ZOGHBY JENNA G
131 SEDGEFIELD AVE
FAIRHOPE, AL 36532

MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU
RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
65 HILLSIDE LN
MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
TOXEY, AL 35921

HALE MARY W
12 MCALPINE DR
MOBILE, AL 36608

O'NEILL HELEN CARROLL
402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

MORRIS BERTRAM C & KATHERINE M
2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

SCOTT PAUL ANTHONY & SHELLY
MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

WELLS JUDSON W & BARBARA W
WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN
MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

HAMILTON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

COOKS LANDING AT BON SECOUR
LLC
3755 MORDECAI LN
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF
MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4,
2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 MCRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLAGE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 MCREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 MCALPINE DR
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL A
QUINNELL
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 MCALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 MCALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 MCALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

WARD MADELINE C & MELINDA A
WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH
WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C
COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY
HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

MONACH WILLIAM & R STEWART
ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA
ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

HAZELWOOD JANE PALMER
BRUNSON
3951 S MCGREGOR AVE
MOBILE, AL 36608

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M
DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF
THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY
McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M
DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 MCGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN
EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN
COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526



Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:

St. Paul's Episcopal School

Property Owner:

St. Paul's Episcopal

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan with 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as “existing building to remain”, but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul's Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a “revision to PA-001590-2021” and “revision to PUD-001589-2021”. If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

It should be noted that future development or redevelopment of any lot may require additional modifications of the PA and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

Considerations:

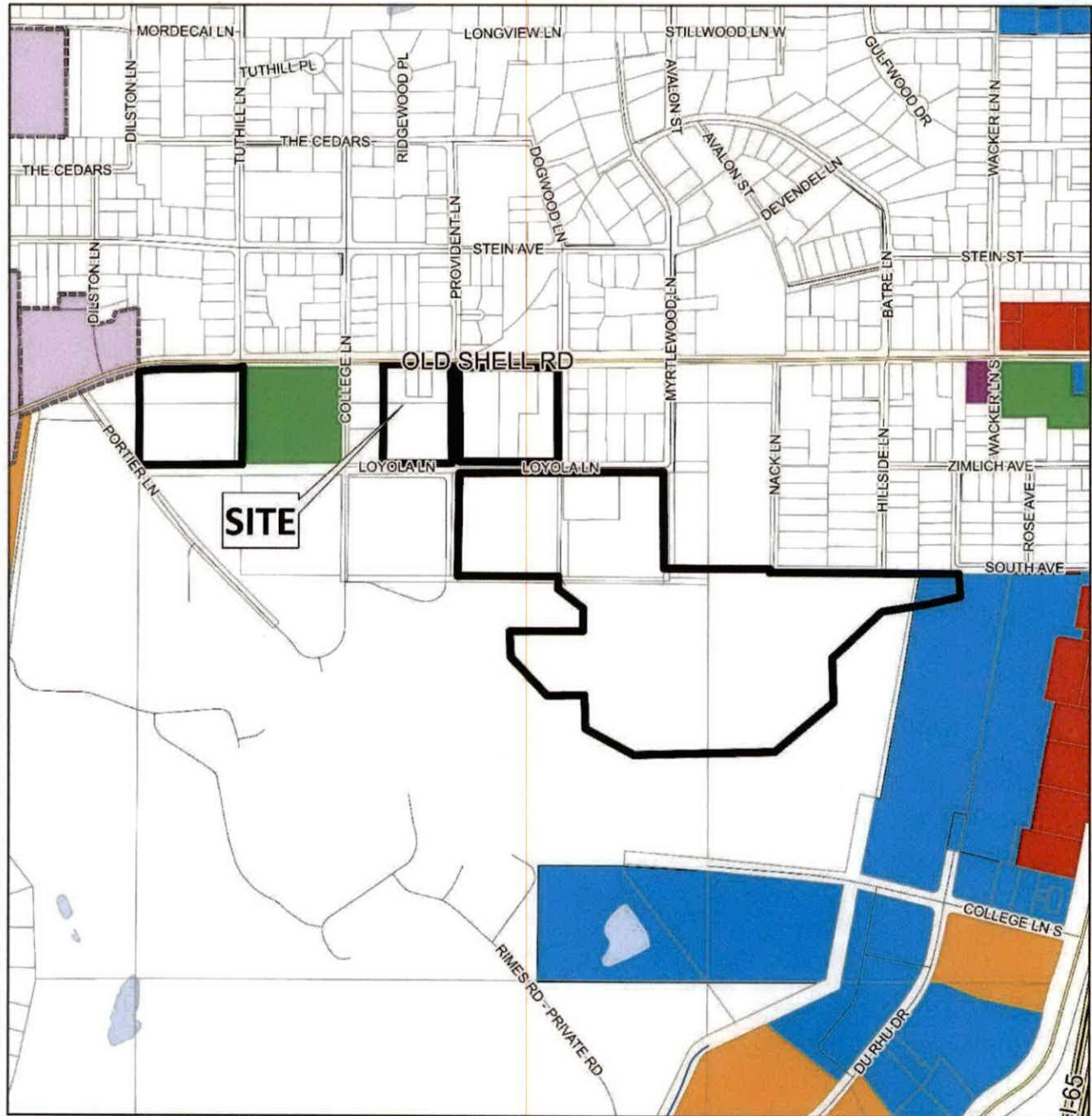
If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. 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.

If approved, the following conditions could apply:

1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 15, 2025

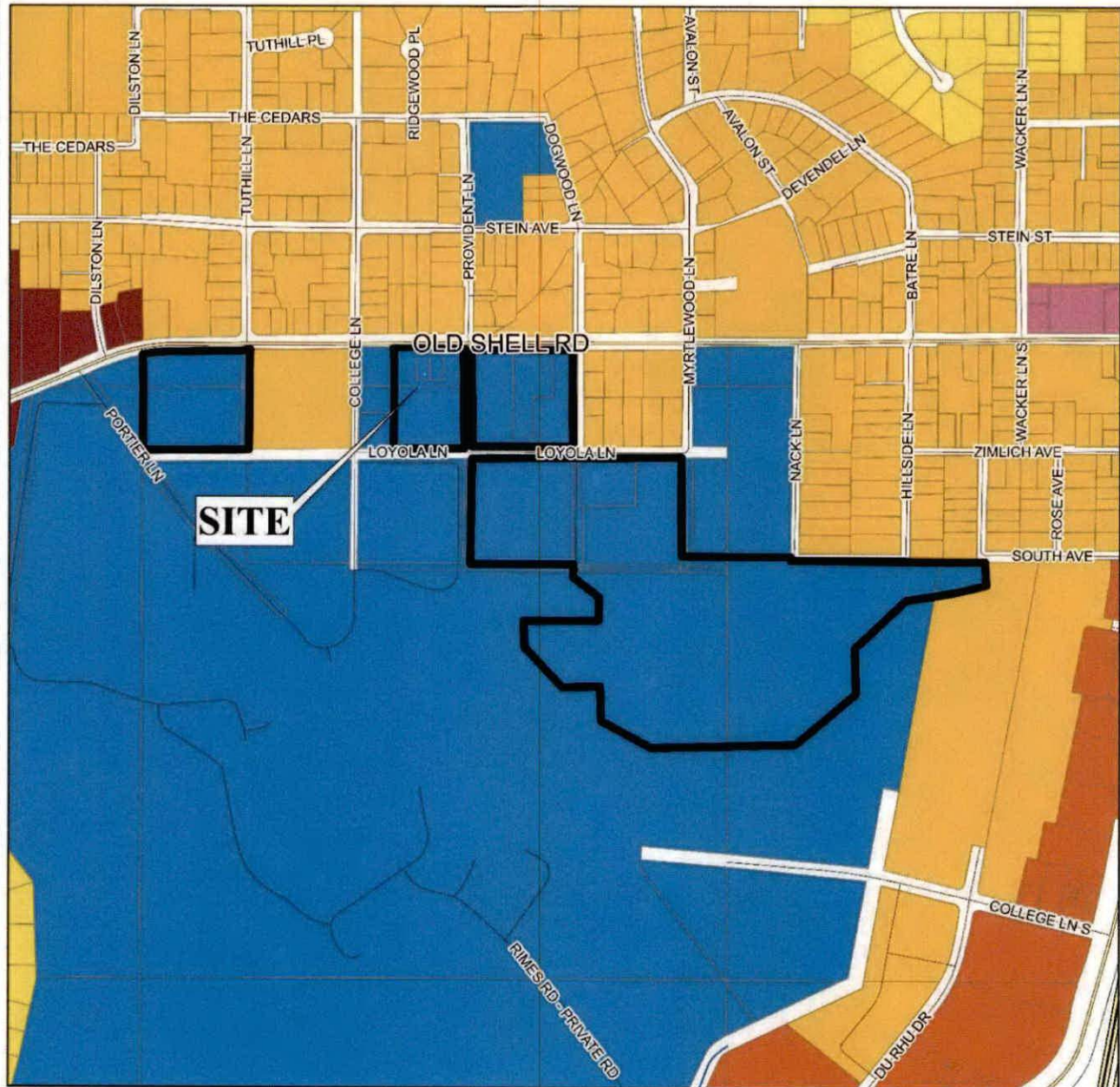
APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

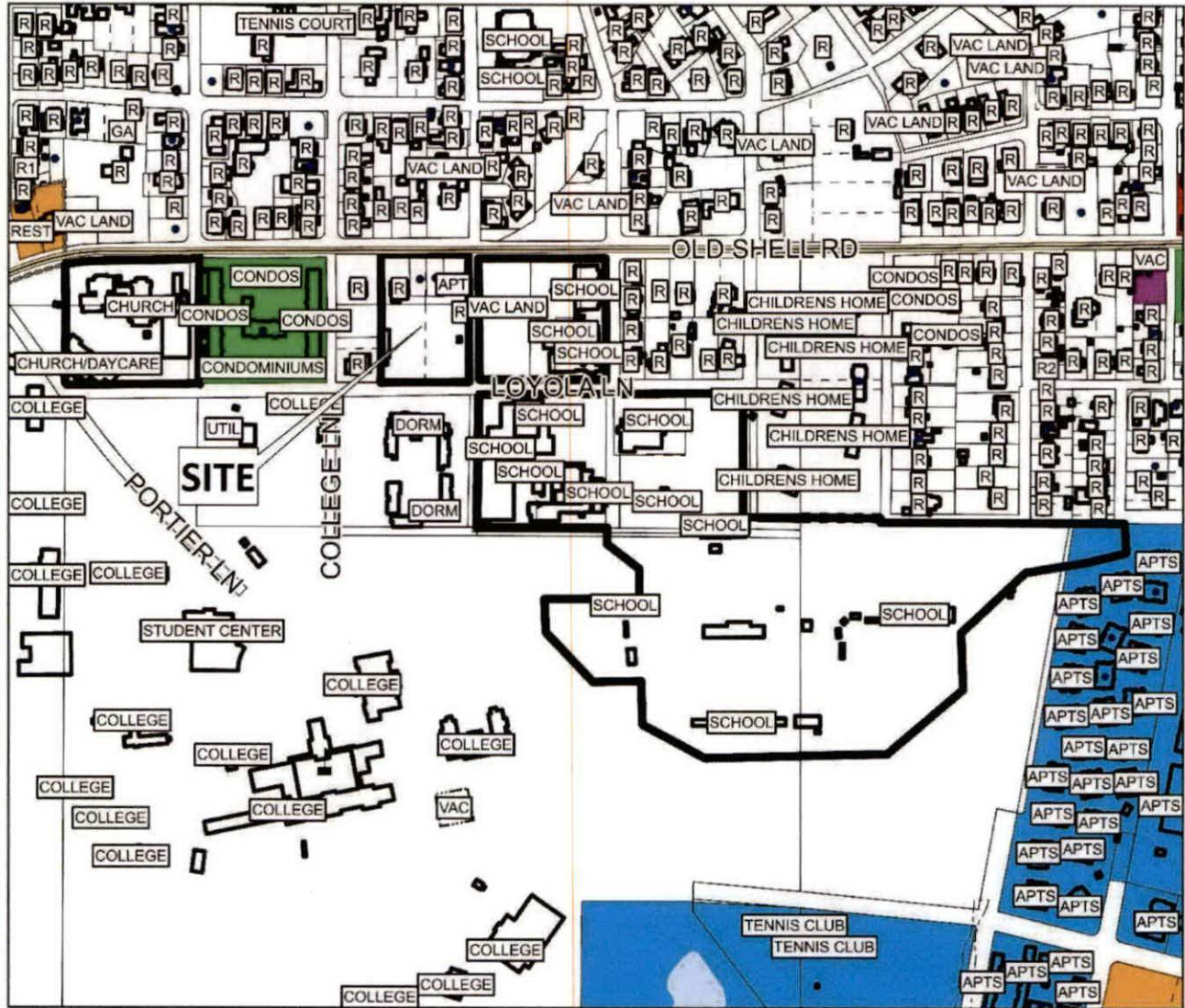
REQUEST PA Modification, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

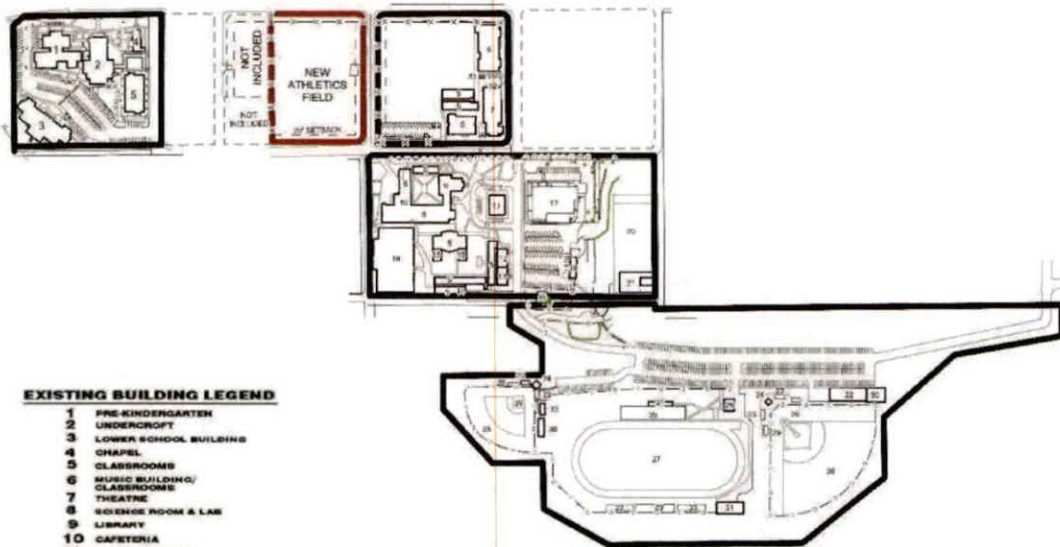
REQUEST PA Modification, PUD Modification

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



EXISTING BUILDING LEGEND

- 1 PRE-KINDERGARTEN
- 2 UNDERCROFT
- 3 LOWER SCHOOL BUILDING
- 4 CHAPEL
- 5 CLASSROOMS
- 6 MUSIC BUILDING/CLASSROOMS
- 7 THEATRE
- 8 SCIENCE ROOM & LAB
- 9 LIBRARY
- 10 CAFETERIA
- 11 BASKET SQUARE
- 12 INTERMEDIATE LIBRARY
- 13 CAMPUS STORE
- 14 INTERMEDIATE ART ROOM
- 15 MIDDLE SCHOOL SCIENCE LAB & RESOURCE ROOM
- 16 GYMNASIUM
- 17 STUDENT CENTER
- 18 MAINTENANCE BUILDING
- 19 PLAYGROUND
- 20 PRACTICE FIELD
- 21 ATHLETIC FIELD HOUSE
- 22 BASEBALL FIELDHOUSE
- 23 BLEACHERS
- 24 PRESS BOX
- 25 CONCESSION BUILDING
- 26 BASEBALL FIELD
- 27 FOOTBALL FIELD/TRACK
- 28 SOFTBALL FIELD
- 29 DUG-OUT
- 30 COVERED BATTING CAGE
- 31 TRACK FIELD HOUSE
- 32 SERVICE SHED
- 33 PROPOSED LOCKER ROOM
- 34 EXISTING BUILDING TO REMAIN

The site plan illustrates existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025	 NTS
APPLICANT	St. Paul's Episcopal School			
REQUEST	PA Modification, PUD Modification			

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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at the northwest corner Loyola Lane and Provident Lane

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at the northwest corner of Loyola Lane and Provident Lane to allow construction of a soccer field.

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

WHEREAS, a Planned Unit Development was approved on June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN

EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **Northwest corner of Loyola Lane and Provident Lane.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **June 15, 2023**. The owner of said property has applied for a Major Modification of the PUD **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.** If approved, the Major Modification will **allow the construction of a soccer field**, subject to the following proposed conditions: 1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations. 2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024); 3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 5. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will 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

WHEREAS, a Planned Unit Development was approved on June 15, 2023, to amend a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, on property located at Northwest corner of Loyola Lane and Provident Lane and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S— R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.

WHEREAS, on April 21, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on May 15, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**St. Paul's Episcopal School
Northwest Corner of Loyola Lane and Provident Lane
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

June 9, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

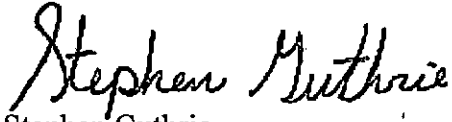
The Mobile City Planning Commission at its meeting on **May 15, 2025**, considered the request of **St. Paul's Episcopal School**, for a Major Modification of a previously approved Planned Unit Development **amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field** for property at the **Northwest corner of Loyola Lane and Provident Lane**.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large initial 'S'.

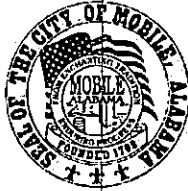
Stephen Guthrie

Deputy Director, Planning & Zoning Department

maf

Attachments

PLANNING AND ZONING
9 JUN 2025 AM 9:12



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 4, 2025

AMENDED

St. Paul's Episcopal School
161 Dogwood Lane
Mobile, Alabama 36608

Re: Northwest corner of Loyola Lane and Provident Lane
MOD-003324-2025

St. Paul's Episcopal School
District 7

Major Modification of a previously approved Planned Unit Development amending a previously approved Master Plan for an existing church school in an R-1, Single-Family Residential Suburban District, to allow construction of a soccer field.

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.

MOD-003324-2025 Northwest corner of Loyola Lane and Provident Lane
June 4, 2025

2. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
3. Placement of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$661.20** 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.

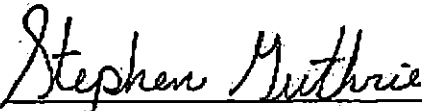
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

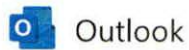
MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

PLANNING AND ZONING
9 JUN 2025 AM 9:12





MOD-003324-2025 St. Paul's Soccer Field expansion

From James Robertson <jrobertson@jimroblaw.com>

Date Sat 5/3/2025 11:42 AM

To Planning <planning@cityofmobile.org>

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

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

Dear Sir or Madam:

My wife and I are longtime residents of College Lane, a stone's throw from the proposed soccer fields. Our children are graduates of St. Paul's. The plans submitted do not indicate whether the perimeter trees surrounding the proposed fields will be protected or destroyed.

The current perimeter tree canopy provides much-needed shade and cooling during our six-month summers. The trees enhance the aesthetics of Spring Hill. If the plan proposes to remove the perimeter trees, we strongly object. Cutting down the perimeter trees will not only destroy the benefits of the existing tree canopy, it will also mar the beauty of Spring Hill.

None of the information submitted with the proposed plan addresses the perimeter tree canopy. To cut down the perimeter trees will leave an ugly scar on the land and also increase surface temperatures on that property. Alternatively, the plan does not indicate that new trees would be planted to compensate for removed trees, as required under City of Mobile code.

Given the above, we strongly object to St. Paul's destroying the perimeter tree canopy, if that is in fact the plan.

We further object because the submitted Modification contains no documentation addressing the perimeter tree canopy.

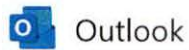
Thank you.

Jean Outlaw Sherman

5/12/25, 11:33 AM

Mail - Anderson, Logan - ok

James E. Robertson, Jr.
254 College Lane



MOD-003324-2025

From Heather White <hnidifferwhite@gmail.com>**Date** Tue 5/6/2025 7:42 AM**To** Planning <planning@cityofmobile.org>

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

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

This email includes concerns about the planned development of a soccer field within the St. Paul's Episcopal School's campus.

We want to make sure that the school will not remove the trees that line Old Shell Road between Provident and College Lanes.

These trees not only are beautiful, but provide shade, privacy, and noise buffers between the school road and the residences across the street from the school grounds. Removal of the trees would leave an unsightly gap in foliage along Old Shell in Spring Hill.

We love living in leafy, green Spring Hill and want to preserve the natural and carefully planned green spaces here.

Thank you for your consideration before moving forward with these major modifications.

Bradley and Heather White
3940 McRee Lane
Mobile 36608
678.576.0027
Hnidifferwhite@gmail.com

DESCRIPTION OF PUD PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF OLD SHELL ROAD AND COLLEGE LANE; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN WESTWARDLY 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTHWARDLY 450 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN WESTWARDLY 475 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 430 FEET, MORE OR LESS TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN EASTWARDLY 485 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 4.9 ACRES, MORE OR LESS.

ALSO:

THE PROPERTY BOUNDED ON THE NORTH BY OLD SHELL ROAD, BOUNDED ON THE EAST BY DOGWOOD LANE, BOUNDED ON THE SOUTH BY LOYOLA LANE, AND BOUNDED ON THE WEST BY PROVIDENT LANE. CONTAINING 4.6 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHEAST CORNER OF LOYOLA LANE AND COLLEGE LANE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN EASTWARDLY 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING EASTWARDLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE, RUN A DISTANCE OF 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY 500 FEET, MORE OR LESS, TO A POINT; THENCE RUN WESTWARDLY 990 FEET, MORE OR LESS, TO A POINT; THENCE RUN NORTHWARDLY 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 11.3 ACRES, MORE OR LESS.

ALSO:

LOT 2, ST. PAUL'S EPISCOPAL SUBDIVISION OF OLD SHELL ROAD AS RECORDED IN INST. #2024074212.

ALSO: (LEASED FROM SPRINGHILL COLLEGE)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, T4S-R2W, MOBILE COUNTY, ALABAMA, RUN N 00° 45' 40" W 1869.12 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 621.46 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65 WITH THE SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 215.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 00° 02' 11" E 59.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 57' 49" W 70 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 00° 02' 11" W 58.94 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN S 89° 22' 19" W 565.07 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 00° 37' 41" E 105 FEET TO A POINT; THENCE RUN S 80° 00' 51" W 369.78 FEET TO A POINT; THENCE RUN S 48° 23' 15" W 320 FEET TO A POINT; THENCE RUN S 00° 37' 41" E 205 FEET TO A POINT; THENCE RUN S 51° 12' 53" W 356.09 FEET TO A POINT; THENCE RUN S 89° 22' 19" W 657.52 FEET TO A POINT; THENCE RUN N 61° 01' 25" W 253.03 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 157 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 172 FEET TO A POINT; THENCE RUN N 42° 29' 24" W 245.66 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 115.04 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 335.94 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 105 FEET TO A POINT; THENCE RUN N 59° 28' 08" W 125.62 FEET TO A POINT; THENCE RUN N 00° 37' 41" W 50 FEET TO A POINT; THENCE RUN N 00° 19' 46" W 16.50 FEET TO A POINT; THENCE RUN N 89° 22' 19" E 492.67 FEET TO A POINT; THENCE RUN S 00° 07' 19" W 16.50 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH AVENUE, RUN N 89° 22' 19" E 1378.90 FEET TO THE POINT OF BEGINNING. CONTAINING 25.2 ACRES, MORE OR LESS.

ALL CONTAINING 49 ACRES, MORE OR LESS.



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:	St. Paul's Episcopal School	
Firm:	Attn: Pam Andrews	
Phone:	(251) 342-6700	
Email:	PAndrews@stpaulsmobile.net	
Address:	161 Dogwood Lane Mobile, AL 36608	

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:	See attached sheet	Don Whittington
Firm:		McCrary & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

South side of Old Shell Road on the East side of College Lane to McAlpine Drive 49+/- Acres
 Property Address Property Area (acres or square feet)
 See attached sheet
 Parcel Number(s) or Key Number(s)
 R-1 N/A
 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.

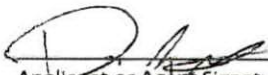
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No Not Applicable

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.

See attached Letters of Authorization

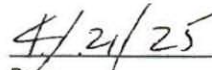
Owner Signature



Applicant or Agent Signature (if applicable)
 Don Whittington - McCrary & Williams, Inc.

4-16-25

Date



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.

See attached Letters of Authorization

Applicant or Agent Signature

4-16-25

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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
St. Paul's has existed and operated in the community as a school for many years. They are requesting
a modification to a previously approved Planning Approval to include the additional property they acquired
on the East side of Provident Lane between Old Shell Road and Loyola Lane for the construction of
2 soccer fields for student activities only.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
St. Paul's Episcopal School is a long established school in Mobile and has been operation in an R-1 zoned
area for many years. The addition of the proposed soccer fields will not create any additional traffic
along Old Shell Road, Provident Lane of Loyola Lane.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
The proposed soccer fields will provide the students a playing field in a closer proximity to their
class rooms.
4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
1- existing single story 1,056 s.f., 30' tall building will remain.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A 6' high privacy fence inside a 10' buffer will be provided along the west property line. A wrought iron fence to match the existing along old shell road will be provided.

☐ Lighting:

Soccer fields will be utilized through normal school hours between 7:30 AM & 3:00 PM. No additional light will be needed.

☐ Hours of operation:

8:00 AM to 9:00 PM

☐ Other conditions that are unique to the use of the property:

St. Paul's provides a top tier education for students from grades Pre-K through High School.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

With the exception of the existing 1,056 s.f building to remain, the entire area will be grassed.

Noise will be limited to normal school hours between 7:30 AM & 3:00 PM

8. 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.

Use of this property will benefit students by providing exercise, sportsmanship, and group interaction.

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

Application Submission Contact Information

Name of Project St. Paul's Soccer Fields Addition

Address 161 Dogwood Lane

Owner St. Pauls Episcopal School

Address: 161 Dogwood Lane Mobile Al Zip Code 36608

Phone (251) 342-6700 fax _____ Email PAndrews@sttpaulsmobile.net

Authorized Agent McCrary & Williams Inc.

Address 3207 International Dr Mobile Al Zip Code 36606

Phone 251-476-4720 Fax 251-476-4721 Email lmdavis@mcwinc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____
36606

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Laura M. Davis

Laura M. Davis Date: 4/17/25

Signature _____ Print _____

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

St. Paul's has existed and operated as a school for many years. They are requesting to revise the previously approved PUD & PA to allow them to construct two soccer field on their newly acquired property on the South side of Old Shell Road, West side of Provident Lane and North side of Loyola Lane. They will continue using the property in the same manner.

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised PUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Pamela R. Andrews

Printed Name of Authorized Representative

J. Andrews CFO/COS

Signature

Springhill College
4000 Dauphin Street
MOBILE , AL 36608

APRIL 16, 2025

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for Springhill College. Documents to include a previously approved revised FUD and previously approved revised Planning Approval to allow for the construction of a new locker room within the St. Paul's Campus.

Sincerely,

Christopher P. Puto, Ph.D.

Printed Name of Authorized Representative

Chris P. Puto

Signature

ST. PAUL'S EPISCOPAL SCHOOL
161 DOGWOOD LANE
MOBILE, AL 36608

SPRINGHILL COLLEGE
C/O PRESIDENT & FINANCE OFFICE
4000 DAUPHIN STREET
MOBILE, AL 36608

FRANGOS DINO N & KATHERINE C
3610 THE CEDARS AVE
MOBILE, AL 36608

BEAN PROPERTIES LLC
PO BOX 786
MOBILE, AL 36601

GUY JOHN STACY
4009 OLD SHELL RD #A8
MOBILE, AL 36608

INGE EDWARD HERNDON &
AMANDA HUNTER INGE
4058 OLD SHELL RD
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

WILRAN NUMBER FIVE LLC
7 YESTER PLACE
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36608

WILHELM DAVID A & GREER M
PO BOX 81241
MOBILE, AL 36689

LUKE DAN DEALY JR, AS TRUSTEE OF
DAN D LUKE JR TRUST
238 ROLLING HILL DR
DAPHNE, AL 36526

ST. PAUL'S EPISCOPAL CHURCH
4051 OLD SHELL RD
MOBILE, AL 36608

GATES W DAY AS TRUSTEE OF THE
PARISH OF ST PAULS
251 TUTHILL LN
MOBILE, AL 36608

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS
UNIT 126
PALM SPRINGS, CA 92262

DELCHAMPS PAUL EMILE III &
SHARON R
121 DILSTON LN
MOBILE, AL 36608

FRIEDLANDER PAMELA S P
4014 OLD SHELL RD
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

LANE JOHN M & JOAN H
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

BAKER GEORGE R & JOYCE P
2170 OLD SHELL RD
MOBILE, AL 36607

CREEL BRUCE & EVA
3762 MOFFETT RD
MOBILE, AL 36618

WHIGHAM ROBERT E III & MEAGHER
LEE WHIGHAM
51 OAKLAND AVE
MOBILE, AL 36608

SMITH BRENT M & KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

LITTLE GREY HOUSE LLC
4072 OLD SHELL RD
MOBILE, AL 36608

BMAX LLC
4109 URSULINE DR
MOBILE, AL 36608

HUFFSTUTLER NANCY M & JAMES
38 BUEGER RD
MOBILE, AL 36608

COLLINS HOMER R
PO BOX 376
MOBILE, AL 36601

ORLEANS FAMILY LLC
4009 OLD SHELL RD, APT C22
MOBILE, AL 36608

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PO BOX 160
SUMMERDALE, AL 36580

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10 AUDUBON PL
FAIRHOPE, AL 36532

BODIE B FRED & JUDY
4606 KINGSWOOD DR S
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
PO BOX 530484
BIRMINGHAM, AL 35253

WALTERS C L JR
650 RIDGEFIELD DR
MOBILE, AL 36608

JUSTICE SHIRLEY M
4010 OLD SHELL RD
MOBILE, AL 36608

MITCHELL ALICE S
6065 BUCHANAN CR
MCDONOUGH, GA 30252

BARTER MICHAEL & SUSAN
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

SPRINGHILL MANOR LLC
740 MUSEUM DR
MOBILE, AL 36608

BEDSOLE TRAVIS M JR & SUSAN
310 LONG CT
MOBILE, AL 36609

WALKER WALTON LLC
4068 OLD SHELL RD
MOBILE, AL 36608

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
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2166 DAUPHIN ST
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GERNHAUSER HENRY & ELAINE
4009-A2 OLD SHELL RD
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

STEPHENS SELDEN H JR
259 TUTHILL LN
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

WRIGHT WILTON & SHELBY W
252 TUTHILL LN
MOBILE, AL 36608

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18779 SCENIC HWY 98
FAIRHOPE, AL 36532

SPANISH VILLA VEST LLC
C/O MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BREVARD SIDNEY A III & ELIZABETH B
BREVARD
3766 SOUTH RHONDA DR
MOBILE, AL 36608

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
24549 VENETIA RD
MOBILE, AL 36605

WALLER JOE P & MARTHA
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

JACKSON ROBERT G & WINIFRED
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

FORD BENJAMIN Y & CAMILLE R
262 TUTHILL LN
MOBILE, AL 36608

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

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4009 OLD SHELL RD APT E24
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12307 MARGUERITE DR
CODEN, AL 36523

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CHARLIE W LOFTIN
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MOBILE, AL 36608

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5570 NEVIUS RD
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MOBILE, AL 36608

MIRROR LAKE RAQUET CLUB
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63 NACK LN
MOBILE, AL 36608

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MOBILE, AL 36608

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114-E DU RHU DR
MOBILE, AL 36608

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MURDOCK NEIL A & MEGAN A
112 DU RHU DR #G
MOBILE, AL 36608

WILLIS ANNA CORINNE
1227 MARSEILLE DR
MOBILE, AL 36693

LADD SAM GAILLARD
102 B DU RHU DR
MOBILE, AL 36608

THAMES MARGARET SUSAN 130-D DU
RHU DR
MOBILE, AL 36608

CROOM JOHN T
110 DU RHU DR UNIT D
MOBILE, AL 36608

LEATHERBURY GREGORY L JR &
SUSAN T
29514 CANAL RD
ORANGE BEACH, AL 36561

FARMER ZUE I
700 BISHOP LN N
MOBILE, AL 36608

HARVEY TERRY, LILLIAN HARVEY &
TERRY HARVEY
1418 HEBRON RD
GROVE HILL, AL 36451

BUTLER JANE C
102 DU RHU DR #D
MOBILE, AL 36608

NICHOLLS CLAIRE & JAMES KEITH
12 SOLDIERS RTE
SPANISH FORT, AL 36527

LITTLE JOE H III
128-A DU RHU DR
MOBILE, AL 36608

WYATT WILLIAM WESLEY
118 DU RHU DR #H
MOBILE, AL 36608

SUTHERLAND ROQUENIA L
118-G DU RHU DR
MOBILE, AL 36608

ANDREWS S GREG
112-C DU RHU DR
MOBILE, AL 36608

SCHOTTGEN LEIGH W
122-E DU RHU DR
MOBILE, AL 36608

MOSTELLER MARY LOU
E/O KENNETH CAIN
82 PLANTATION POINTE #259
FAIRHOPE, AL 36532

WELLS LINDA
112 DU RHU DR APT E
MOBILE, AL 36608

TURK GINA LODESTRO
120 DU RHU DR #C
MOBILE, AL 36608

LIVINGSTON JEANNE MARIE
132-B DU RHU DR
MOBILE, AL 36608

WHITE HUGH LAWSON II
128-J DU RHU DR
MOBILE, AL 36608

FICK STEPHEN F
400 STIRRUP CT
MOBILE, AL 36608

MOLYNEUX JOHN A & REGINA H
122-C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
122 DU RHU DR #F
MOBILE, AL 36608

HOUSTON FLORENCE B
120-B DU RHU DR
MOBILE, AL 36608

JONES EMILIE WALKER
163 HILLSIDE LN
MOBILE, AL 36608

GREER RONALD C JR & DEBBIE
59 NACK LN
MOBILE, AL 36608

JOHNSON JANE C
108-E DU RHU DR
MOBILE, AL 36608

STEWART BRENT EDWARD
130-F DU RHU DR
MOBILE, AL 36608

BOYLES JAMES
114 DU RHU DR UNIT
MOBILE, AL 36608

WELFORD TONY G
100-H DU RHU DR
MOBILE, AL 36608

BROWN EVELYN M
122-A DU RHU DR
MOBILE, AL 36608

POWELL LANIE DION
106-E DU RHU DR
MOBILE, AL 36608

RIGGINS LAURA L
102-C DU RHU DR
MOBILE, AL 36608

NALL CHRISTOPHER ALLEN &
ANNSLEY MARIE ZIMLICH
112-B DU RHU DR
MOBILE, AL 36608

JOHNSTON JOHN Q & LANA D
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MOBILE, AL 36608

MANNING ZEBIE DWAYNE & KAREN
PO BOX 434
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HALE MARY W
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402 ROTHLEY AVE
FAIRHOPE, AL 36532

ESPINOSA MARY HELEN
PO BOX 527444
MIAMI, FL 33152

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2305 APPLETREE CT
HUNTSVILLE, AL 36801

HAWK CHARLES W & GAYE HAWK
128 DU RHU DR UNIT M
MOBILE, AL 36608

GREEN MATTHEW S
57 NACK LN
MOBILE, AL 36608

BOYKIN MALLORY, STEPHEN C
BOYKIN & JENNIFER BOYKIN
116-E DU RHU DR
MOBILE, AL 36608

REAMS DORA CERAVOLO & TERESA
A CERAVOLO
59 HILLSIDE LN
MOBILE, AL 36608

DAVID MITCHELL & ASHLEY BRADY
11 MCALPINE DR
MOBILE, AL 36608

HANES ALEXANDER S IV
100-K DU RHU DR
MOBILE, AL 36608

PALMER JULIE M
108-G DU RHU DR
MOBILE, AL 36608

ENGLAND DOROTHY M A LIFE EST
114-F DU RHU DR
MOBILE, AL 36608

LEATHERBURY CATHERINE & THOMAS
GRAVES LEATHERBURY
116-A DU RHU DR
MOBILE, AL 36608

SWEATT DAWN ROBBINS
132-C DU RHU DR
MOBILE, AL 36608

JARDINE JAMES Q
116-D DU RHU DR
MOBILE, AL 36608

TILLOTSON MARTHA S
104-D DU RHU DR
MOBILE, AL 36608

JORDAN JILLIAN R
130-J DU RHU DR
MOBILE, AL 36608

ISOM SHAREN D
112-J DU RHU DR
MOBILE, AL 36608

BELL WINIFRED STILES
100-L DU RHU DR
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

HARKNESS MARGARET P
4009 OLD SHELL RD, APT E6
MOBILE, AL 36608

LANHAM DORIS C
4009 OLD SHELL RD, APT D15
MOBILE, AL 36608

CLARK LARRY WINSTON & KATHLEEN
MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

HAMILTON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

COOKS LANDING AT BON SECOUR
LLC
3755 MORDECAI LN
MOBILE, AL 36608

BITTNER RENEE A & LEFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

ECKERT PATRICK
128 DU RHU DR APT E
MOBILE, AL 36608

BAILEY SUSAN TODD
112-L DU RHU DR
MOBILE, AL 36608

LEARD WILLIAM DAVID
61 HILLSIDE DR
MOBILE, AL 36608

SCOTT PAUL ANTHONY & SHELLY
MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD, APT C24
MOBILE, AL 36608

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

MCDANIEL HUEY G & BUNNIE S
3754 THE CEDARS AVE
MOBILE, AL 36608

POND SUE CALDWELL
4009 OLD SHELL RD, APT C21
MOBILE, AL 36608

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

GREEN JAMES ANTONE & LAURIE
151 HILLSIDE DR
MOBILE, AL 36608

STEVENS MARYANN CLARK
118-A DU RHU DR
MOBILE, AL 36608

BURKE ELIZABETH MCLAUGHLIN
116-C DU RHU DR
MOBILE, AL 36608

BEASLEY SHARRON ANN
4009 OLD SHELL RD, APT C5
MOBILE, AL 36608

REYNOLDS RUSSELL T
4009 OLD SHELL RD, APT D10
MOBILE, AL 36608

WELLS JUDSON W & BARBARA W
WELLS
4009 OLD SHELL RD, APT C19
MOBILE, AL 36608

VICKERS NOAH GATES
4009 OLD SHELL RD, APT A6
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD, APT B2
MOBILE, AL 36608

FREEMAN DAVIS AS TRUSTEE OF
MYLES F ENGERSON TRUST
3762 MORDECAI LN
MOBILE, AL 36608

MJDM LIVING TRUST OF AUGUST 4,
2020
4009 OLD SHELL RD, APT A5
MOBILE, AL 36608

McCOY AMY McDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

STOUT PAMELA N, AS TRUSTEE OF
PAMELA STOUT LIVING TRUST
3235 McRAE DR
MOBILE, AL 36695

INGE HERNDON III
4058 OLD SHELL RD
MOBILE, AL 36608

KAUFMAN TIM WILL & SHARON
GATES KAUFMAN
250 COLLEGE LN
MOBILE, AL 36608

BROWN BARRY L & KATHERINE
3970 OLD SHELL RD
MOBILE, AL 36608

FARRELL DANIEL G & JENNIFER P
FARRELL
3966 OLD SHELL RD
MOBILE, AL 36608

MCREE PLACE HOMEOWNERS
ASSOC INC
3940 MCREE LN
MOBILE, AL 36608

BOULO TYLER T JR & JILL G BOULO
251 COLLEGE LN
MOBILE, AL 36608

BARNES WILLIAM E IV & BRIANNE
HART BARNES
74 JORDAN LN
MOBILE, AL 36608

OUTLAW JEAN R
254 COLLEGE LN
MOBILE, AL 36608

COUNTS BRAXTON C III &
ANTOINETTE M COUNTS
253 COLEGE LN
MOBILE, AL 36608

GRIFFITH LAUREN BAYLY & MATTHEW
ROSS GRIFFITH
256 COLLEGE LN
MOBILE, AL 36608

DUNCAN KYLE JAMES & SHANNON
REED DUNCAN
255 COLLEGE LN
MOBILE, AL 36608

THOMPSON MARY JEANETTE
258 COLLEGE LN
MOBILE, AL 36608

WHITE BRADLEY THOMAS & HEATHER
NIDIFFER WHITE
3940 MCREE LN
MOBILE, AL 36608

FAGBONGBE ADEYINKA O & ENIOLA
O FAGBONGBE
117 PROVIDENT LN
MOBILE, AL 36608

STOKES CLAIBORNE M & LEDER L
3669 STEIN AVE
MOBILE, AL 36608

MARTIN VIRGINIA S
3665 STEIN ST
MOBILE, AL 36608

GALLASPY SUE ELLEN
3661 STEIN AVE
MOBILE, AL 36608

MERRICK JUSTIN DUPUY & ANGELA
ELLIOTT MERRICK
259 COLLEGE LN
MOBILE, AL 36608

PC GOODWOOD LLC & DU RHU
DRIVE INVESTMENTS LLC
2862 DAUPHIN ST
MOBILE, AL 36606

ROE SEAN ALLAN & KIMBERLY ROE
147 McALPINE DR
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL A
QUINNELL
PO BOX 81449
MOBILE, AL 36689

GRAFE MARY EMMA
12 ROSE AVE
MOBILE, AL 36608

HURD AUBREY M
151 McALPINE DR
MOBILE, AL 36608

FULMER ANNA KATHARYN
10 ROSE AVE
MOBILE, AL 36608

HIGHLAND AT SPRING HILL LLC
5690 WATERMELON RD STE 400
NORTHPORT, AL 35473

KITSOS III CHRISTOPHER T
8 McALPINE DR
MOBILE, AL 36608

MORGAN DAVID HEUBACH
3 McALPINE DR
MOBILE, AL 36608

TOMLINSON MICHAEL P
6 ROSE AVE
MOBILE, AL 36608

TISHER BEATRICE BEAR
130 DU RHU DR APT J
MOBILE, AL 36608

JACKSON SARAH HUNTER & JOSEPH
WALTON JACKSON
134-D DU RHU DR
MOBILE, AL 36608

COOMBS ELLEN R & JOHN C
COOMBS
124 DU RHU DR APT B
MOBILE, AL 36608

MONACH WILLIAM & R STEWART
ONEILL JR
128 DU RHU DR UNIT D
MOBILE, AL 36608

SYLVESTER HALEY R
128 DU RHU DR UNIT H
MOBILE, AL 36608

HINTON JUDITH C A LIFE EST
110 A DU RHU DR
MOBILE, AL 36608

ABRUSCATO MARY S
122 DU RHU DR #B
MOBILE, AL 36608

LOTT FRANK J JR & MARIANNE H LOTT
104 MORPHY AVE
FAIRHOPE, AL 36532

SCHNEIDER CHRISTINA L
3195 HUTTERSFIELD CIR
TALLAHASSEE, FL 32303

WARD MADELINE C & MELINDA A
WARD
116 DU RHU DR UNIT F
MOBILE, AL 36608

BURLESON BRETT
7260 LAKEVIEW DR E
MOBILE, AL 36608

KANGSUMRITH TEE & ANH
KANGSUMRITH
PO BOX 1453
FAIRHOPE, AL 36533

WATSON MICHAEL
124 DU RHU DR UNIT C
MOBILE, AL 36608

BLAIR-ELORTEGUI JUDY V, ISABELLA
ELORTEGUI & OSIEL ELORTEGUI
128 DU RHU DR UNIT F
MOBILE, AL 36608

CHUNN AMANDA E
128 DU SHU DR UNIT K
MOBILE, AL 36608

HOLMES KATHARINE BLEDSOE
114C DU RHU DR
MOBILE, AL 36608

ROBINSON ROSE M
C/O WILLIAM ALLISON
155 MILLS LN
JACKSON, AL 36545

CLOUD 7-A LLC
220 S MOBILE ST
FAIRHOPE, AL 36532

HAZELWOOD JANE PALMER
BRUNSON
3951 S MCGREGOR AVE
MOBILE, AL 36608

KILLION MARY ANNE
118 DU RHU DR UNIT C
MOBILE, AL 36608

McLANEY ELIZABETH
134-B DU RHU DR
MOBILE, AL 36608

MARRIOTT ANN BRAXTON
313 RIDGELAWN DR W
MOBILE, AL 36608

HOWELL PAIGE C & JEFFREY
HOWELL JR
126B DU RHU DR
MOBILE, AL 36608

TILLMAN PEYTON
6150 HALF MILE RD
THEODORE, AL 36582

THAMES MARGARET SUSAN
130 DU RHU DR UNIT D
MOBILE, AL 36608

CALONJE BRANDY
118 DU RHU DR UNIT F
MOBILE, AL 36608

DUNCAN AUBREY
10399 LOWELL ST E
MOBILE, AL 36695

DERELI NESLIHAN
60 N ROYAL ST
MOBILE, AL 36602

CORNELL PROPERTIES LLC
PO BOX 8345
MOBILE, AL 36689

LARRY JEFFERSON DOUGLAS
10385 KALI OKA RD
MOBILE, AL 36613

FUSALOTTI ANDREW
3741 RIVERCHASE CT
THEODORE, AL 36582

DEMERANVILLA PROPERTIES LLC
PO BOX 208
POINT CLEAR, AL 36564

DICKINSON MARIE P & KEITH M
DICKINSON
10832 RIGBY DR
MOBILE, AL 36695

ASG INVESTMENTS, LLC
117 FRAZER CT
MOBILE, AL 36607

R&S LEASING
34186 STEELWOOD RIDGE RD
LOXLEY, AL 36551

FULLER BRADLEY E
251 CROSSGATE DR
ELMORE, AL 36025

McCOY TIFFANY M AS TRUSTEE OF
THE McCOY REVOCABLE LIVING TR
2608 CHARLESTON OAKS CT
MOBILE, AL 36695

McPHILLIPS REGINA & JEFFERY
McPHILLIPS
656 RIDGEFIELD DR
MOBILE, AL 36608

DICKINSON MARIE P & KEITH M
DICKINSON
720 CADILLAC AVE
DAUPHIN ISLAND, AL 36528

BROOKS KAREN JACKSON HILL
PO BOX 842
WATSON, LA 70786

EAGLE BAY PROPERTIES LLC SERIES 2
4011 McGREGOR OAKS
MOBILE, AL 36608

SIMS JULIA R
104 DU RHU DR UNIT D
MOBILE, AL 36608

MAKIN STEVEN ANTHONY & SHARIN
EDYTHE MAKIN
9735 MODLEY RD
FAIRHOPE, AL 36532

FINCHER RICHARD R
23375 STATE LINE RD
LUCEDALE, MS 39452

MALBIS PLANTATION INC & FRANKLIN
COMMONS PLAZA LLC
713 BELROSE AVE
DAPHNE, AL 36526



Agenda Item # 10

MOD-003325-2025 & MOD-003324-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

Northwest corner of Loyola Lane and Provident Lane

Applicant / Agent:

St. Paul's Episcopal School

Property Owner:

St. Paul's Episcopal

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

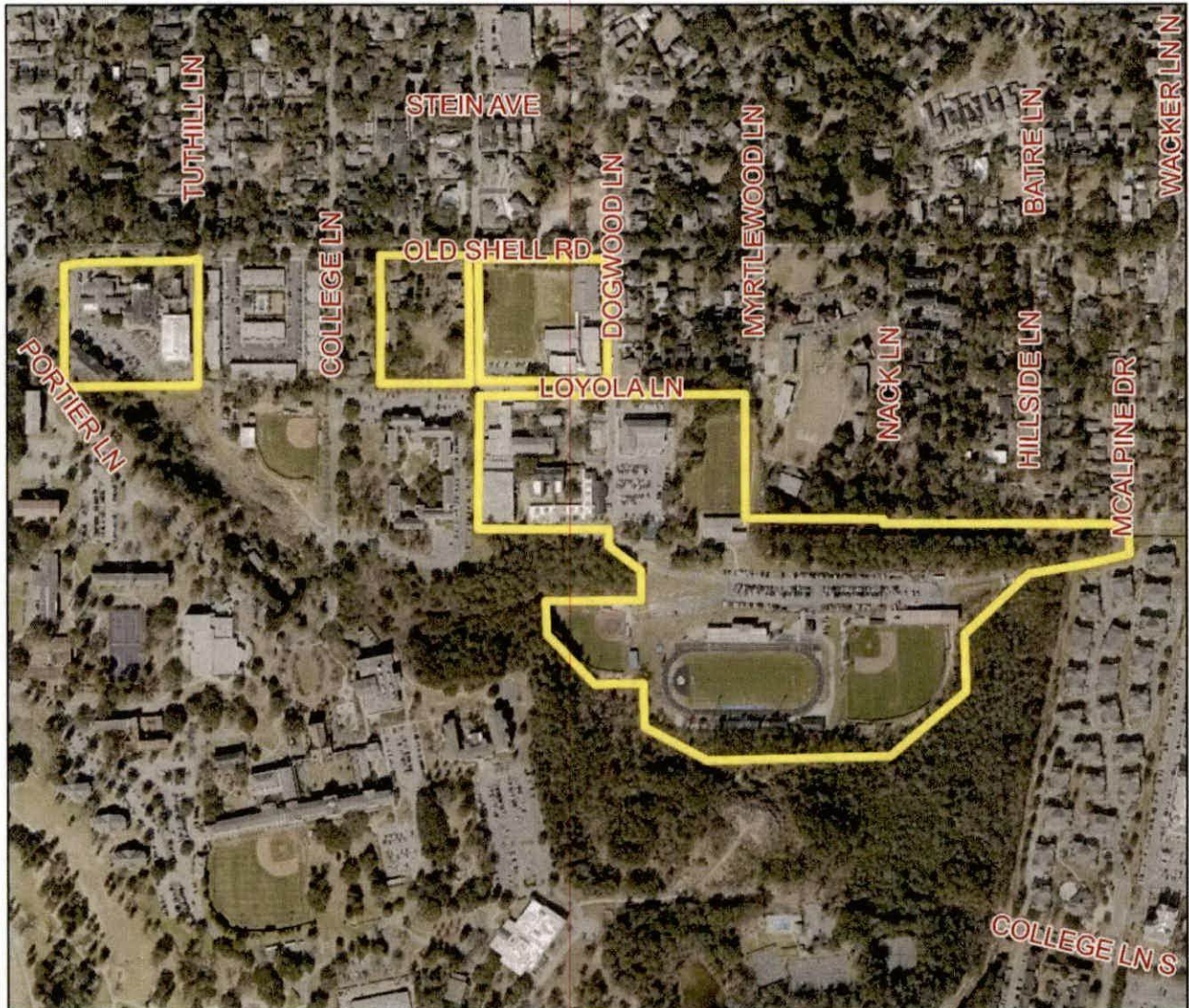
1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A college lies to the southwest of the site.

APPLICATION NUMBER	10	DATE	May 15, 2025	 NTS
APPLICANT	St. Paul's Episcopal School			
REQUEST	PA Modification, PUD Modification			

SITE HISTORY

Since 2003, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a church school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications was approved by the Planning Commission at its June 15, 2023 meeting to allow construction of a new locker room for the girls' softball field, with Minor Modifications to adjust the size of the approved locker room.

A portion of the site was before the Planning Commission at its October 17, 2024 meeting as part of a two-lot Subdivision application, which was approved and recorded in Probate Court.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003325-2025)

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003324-2025)

1. Re-number the PUD NOTES. It contains two (2) NOTES with Number 3.
2. Retain PUD NOTES 3)1. Thru 3)6. As shown on the PUD SITE PLAN Sheet 1 of 1.

Traffic Engineering Comments:

The site is limited to driveways as shown on the approved PUD plan with 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 located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

St. Paul's Episcopal School is an existing school, which has been before the Planning Commission numerous times previously. Currently, the applicant is proposing to incorporate an additional lot to the school, so that two (2) new soccer fields can be built.

Detailed descriptions of both requests are available via the links on page 1 of this report.

The soccer fields will not increase parking requirements for the school, will not alter the scope of operations previously approved for the site, and will comply with setback and site coverage requirements. It should be noted that there is an existing building depicted on the lot where the new soccer fields are proposed to be located. The existing building is labeled as “existing building to remain”, but there is not mention of what the function of the structure will be. If approved, the site plan should be revised to label the existing structure with its proposed use.

It should be noted that there are notes on both the Planning Approval (PA) and Planned Unit Development (PUD) site plans stating the following:

Narrative for St. Paul’s Episcopal School:

1. *Construct a new parking lot with 34 parking spaces and one new driveway turnout on Provident Lane.*
2. *Combine 10 parcels of land inside a block bounded by Old Shell Road, Dogwood Lane, Loyola Lane, and Provident Lane to create a one lot Subdivision consisting of 195,293± sq. ft or 4.48± acres.*

As the block referenced by note #2 was part of a one-lot Subdivision in 2021, which has been recorded in Probate Court, and is occupied by a parking lot, it appears this note is from a previous application. Furthermore, the site plans reference that they are a “revision to PA-001590-2021” and “revision to PUD-001589-2021”. If approved, the site plans should be revised to accurately reflect the work being proposed at this time, as well as the most recent modification case numbers (MOD-003159-2024 and MOD-003160-2024).

It should be noted that future development or redevelopment of any lot may require additional modifications of the PA and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. 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.

Considerations:

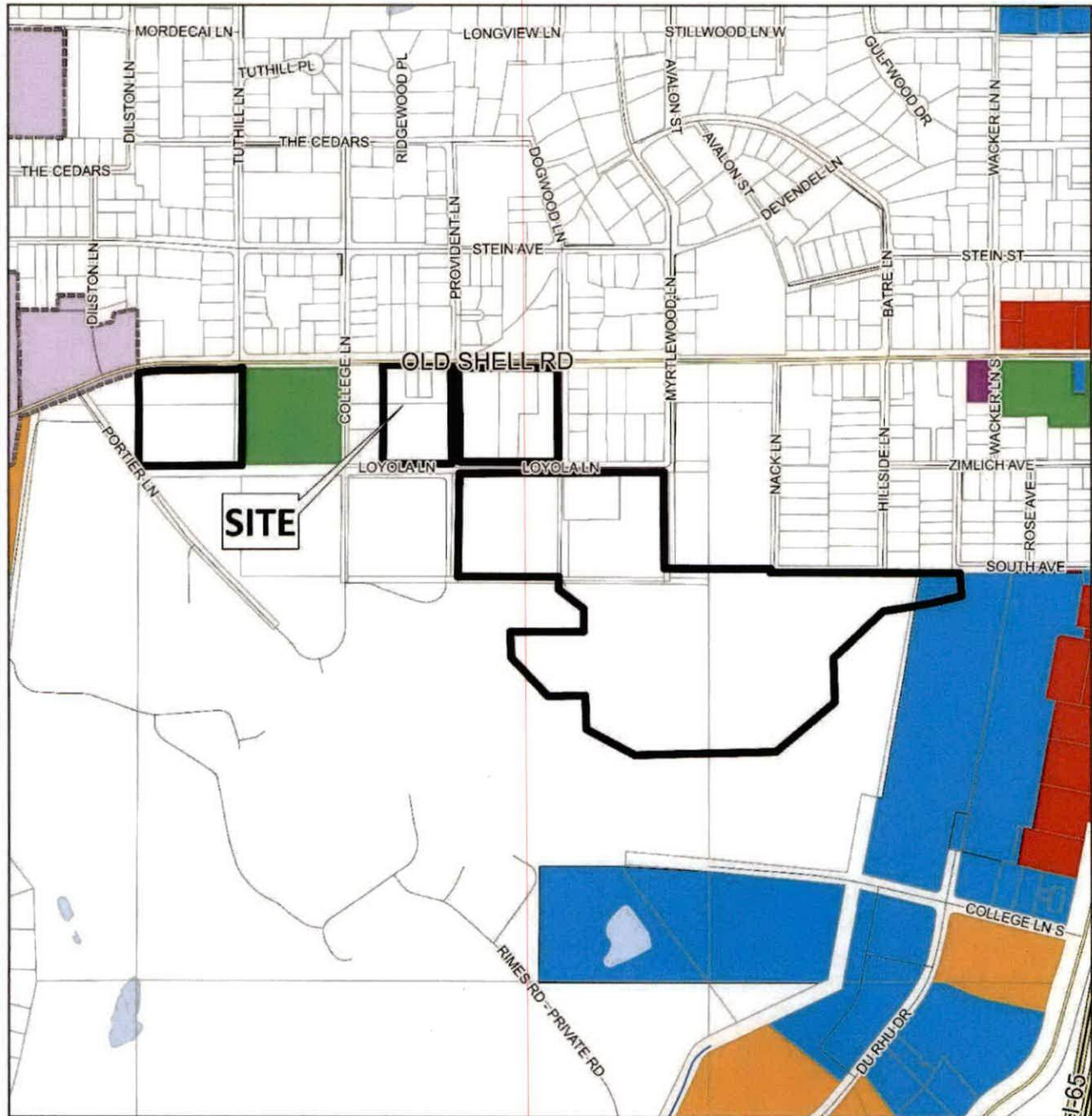
If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. 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.

If approved, the following conditions could apply:

1. Revision of the site plan to state the proposed use of the existing building to remain on the site with the new soccer fields;
2. Revision of the site plan to update the narrative to reflect the currently proposed scope of operations.
3. Revision of the site plan to reflect the most recent modification numbers (MOD-003159-2024 and MOD-003160-2024);
4. Placement of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



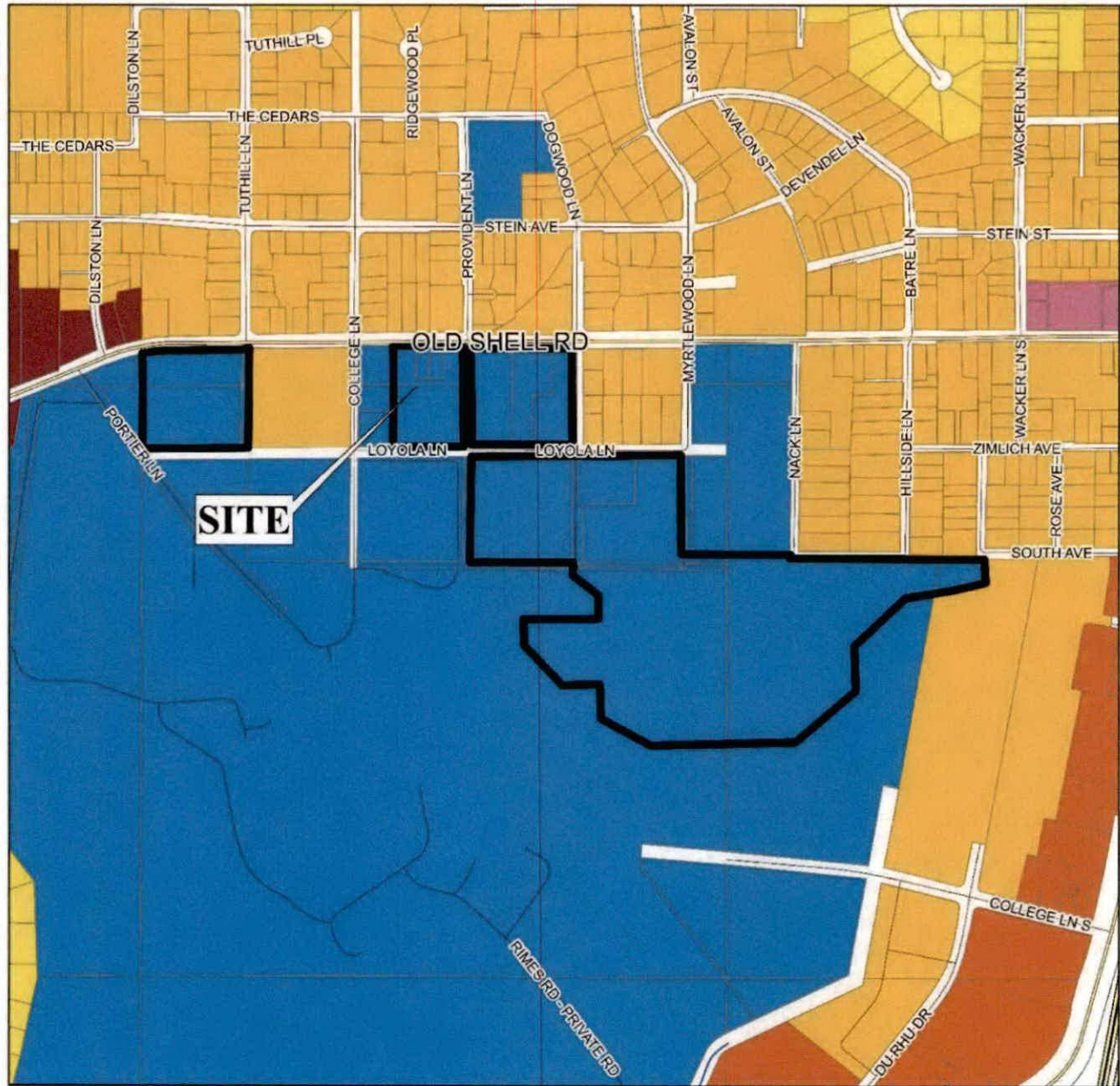
APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 15, 2025

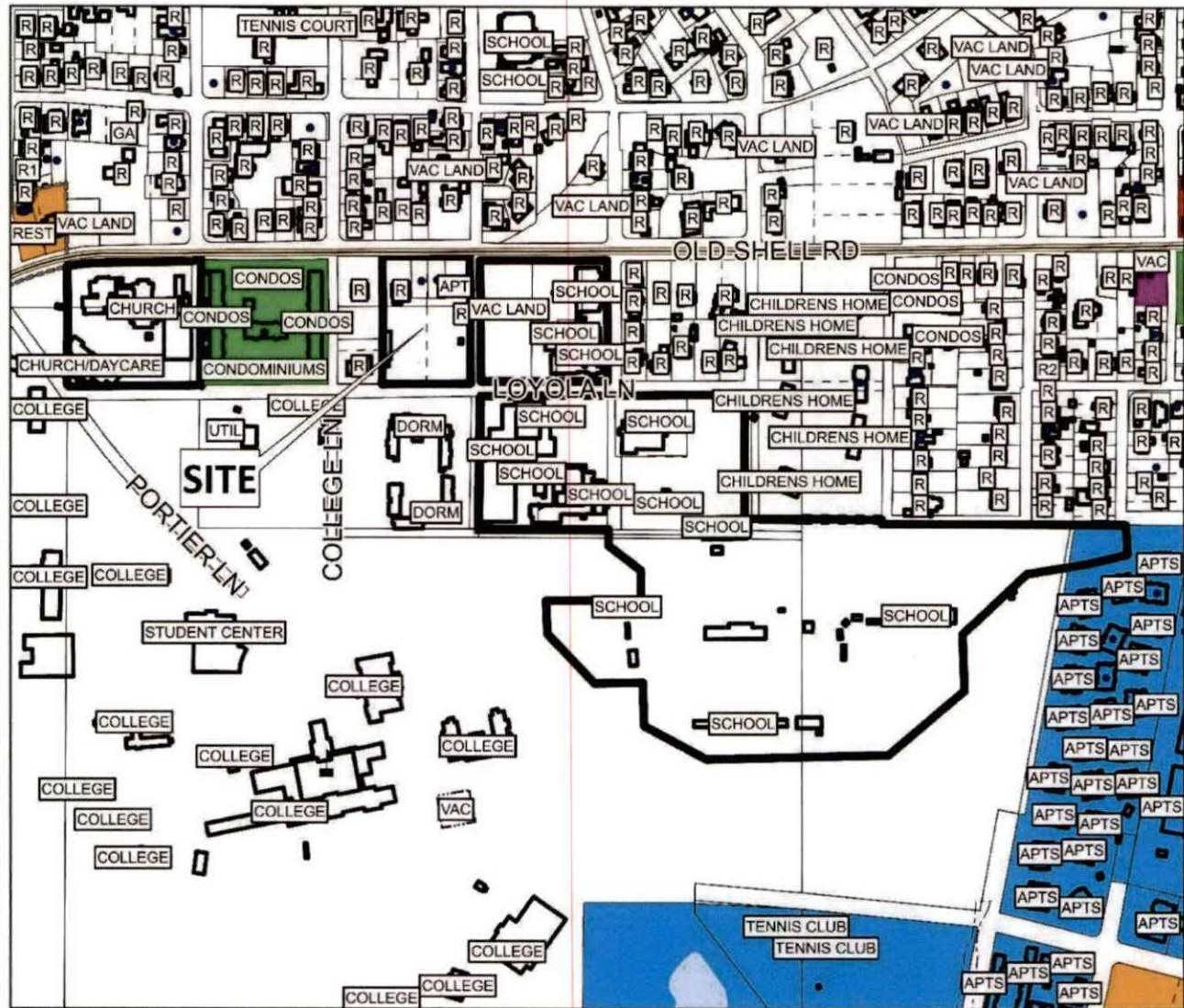
APPLICANT St. Paul's Episcopal School

REQUEST PA Modification, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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. A college lies to the southwest of the site.

APPLICATION NUMBER 10 DATE May 15, 2025

APPLICANT St. Paul's Episcopal School

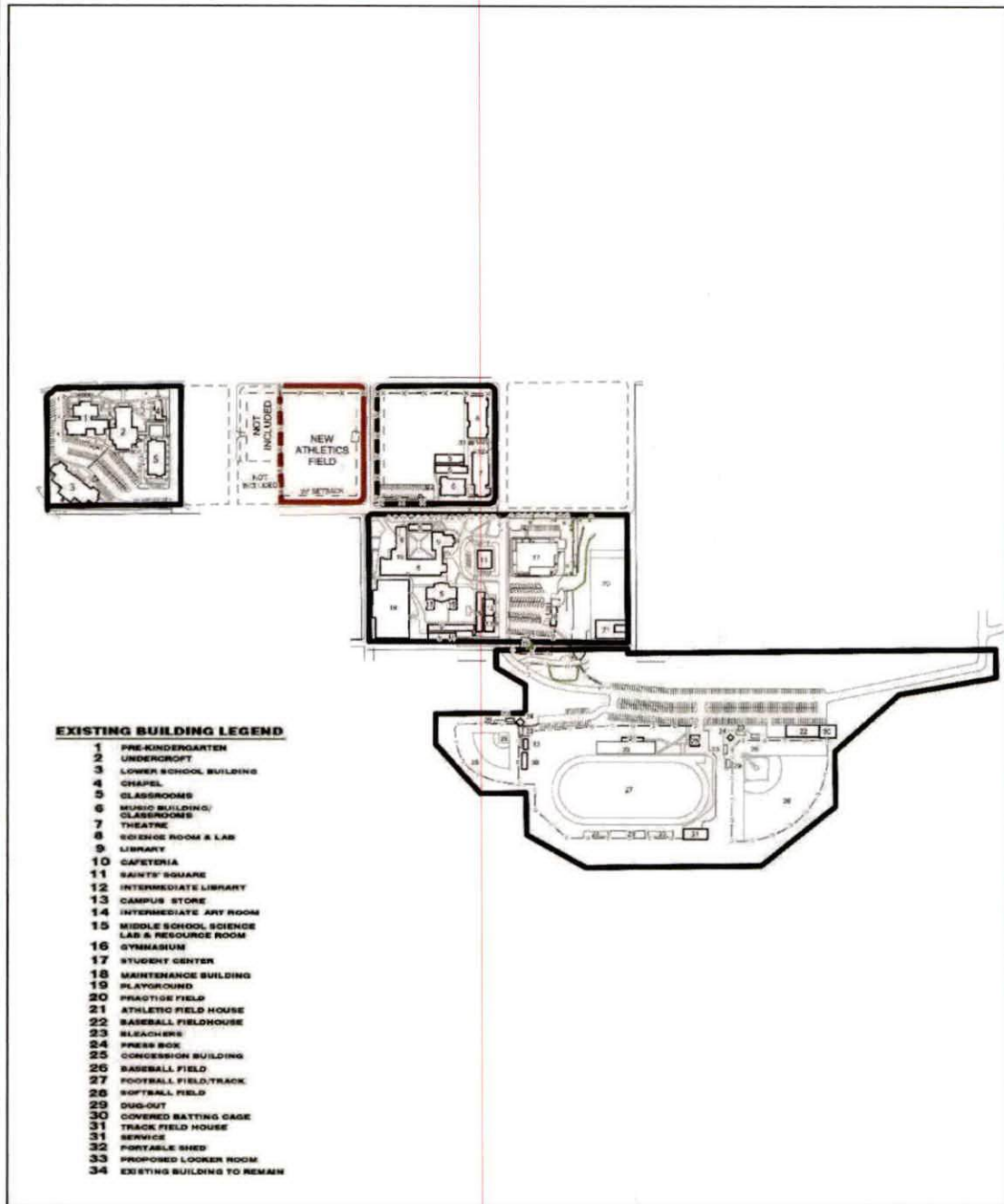
REQUEST PA Modification, PUD Modification

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 existing buildings, proposed soccer field, baseball fields, drives, and setbacks.

APPLICATION NUMBER	10	DATE	May 15, 2025	 NTS
APPLICANT	St. Paul's Episcopal School			
REQUEST	PA Modification, PUD Modification			

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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 5487, 5491, and 5495 Hilltop Drive, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 17, 2025**, a public hearing will be held on the **22nd** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 5487, 5491, and 5495 Hilltop Drive, South to allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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

WHEREAS, a Planned Unit Development (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Will minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. Shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

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 Mobile City Council 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of July, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5487, 5491 & 5495 Hilltop Drive South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 17, 2006. The owner of said property has applied for a Major Modification of the PUD allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision. If approved, the major modification will allow reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, subject to the following proposed conditions: 1. Retention of the current curve data table on the site plan; 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information; 3. Retention of the 15-foot front yard setback on the site plan; 4. Retention of at least the 5-foot side yard setbacks on the site plan; 5. Retention of the 8-foot rear yard setbacks on the site plan; 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%; 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

This proposed amendment to the Unified Development Code will 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 Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on August 17, 2006, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision on property located at 5487, 5491 & 5495 Hilltop Drive South and described as follows:

LOT 4, LOT 5 & LOT 6, WESTHILL SUBDIVISION AS RECORDED IN MAP BOOK 116, PAGE 43 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on March 12, 2025, allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Will minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. Shall not be detrimental or endanger the public health, safety or general welfare; and
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

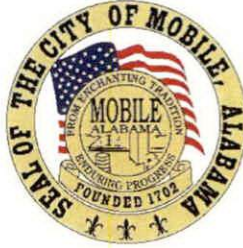
- 1. Retention of the current curve data table on the site plan;
- 2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
- 3. Retention of the 15-foot front yard setback on the site plan;
- 4. Retention of at least the 5-foot side yard setbacks on the site plan;
- 5. Retention of the 8-foot rear yard setbacks on the site plan;
- 6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
- 7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
- 8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
- 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
- 10. Compliance with all Engineering comments noted in this staff report;
- 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
- 12. Compliance with all Urban Forestry comments noted in this staff report; and,
- 13. Compliance with all Fire Department comments noted in this staff report

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

Adopted:

Lisa Lambert, City Clerk

**Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
5487, 5491 & 5495 Hilltop Drive South
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

June 6, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision, for the property located at 5487, 5491, & 5495 Hilltop Drive South.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large, stylized 'S' and 'G'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Hunter Smith or Daniel Clark
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258, Spanish Fort, Alabama 36527

Re: 5487, 5491 & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised Planned Unit Development (PUD) site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application is based on the current legal description is **\$510.72**. 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.

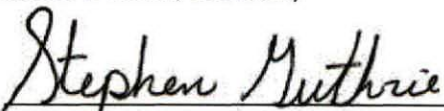
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and 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

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 5487, 5491, & 5495 Hilltop Drive South
MOD-003274-2025
Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC
District 7
Major Modification of a previously approved Planned Unit Development allowing reduced lot widths and sizes, and reduced building setbacks in a single-family residential subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.



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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Starr Boykin	
Firm:	Copper Hill LLC	
Phone:	251-340-8380	
Email:	starr@tensawland.com	
Address:	1108 Hwy 90 Service Dr, Mobile AL 36693	

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

Lots 5 & 6 Hilltop Dr S, Mobile AL 36608

36,611 sq ft total

Property Address

Property Area (acres or square feet)

KEY3680136 & 3680145

Parcel Number(s) or Key Number(s)

R-1 Single Family Residential

n/a

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.

Owner Signature

Date

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.

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

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This modification decreases density.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

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

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

- ☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

- ☐ Hours of operation:

n/a

- ☐ Other conditions that are unique to the use of the property:

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the public health, safety or general welfare by this modification.

8. 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.

This modification decreases density.



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
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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:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	Danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Allen & Kathy Acton	
Firm:		
Phone:	251-402-1136	
Email:	k4acton@yahoo.com	
Address:	5487 Hilltop Dr S, Mobile AL 36608	

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

5487 Hilltop Dr S, Mobile AL 36608

36,611 sq ft total

Property Address

Property Area (acres or square feet)

KEY3680127

Parcel Number(s) or Key Number(s)

R-1 Single Family Residential

n/a

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

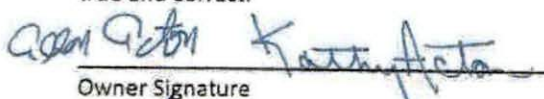
This requirement applies to any of the following applications:

- 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.


Owner Signature

2-27-25
Date


Applicant or Agent Signature (if applicable)

3/12/25
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.


Applicant or Agent Signature

3/12/25
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

This modification will delete a lot from the existing subdivision. It will not affect the Comprehensive Plan.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This modification decreases density.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

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

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

This modification is to delete a lot from the PUD. No new structures will be added by this modification.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

This modification is to delete a lot from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to delete a lot from the PUD. No new lighting will be added by this modification.

☐ Hours of operation:

n/a

☐ Other conditions that are unique to the use of the property:

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to delete a lot from the PUD. No elements will be added that would be detrimental to the public health, safety or general welfare by this modification.

8. 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.

This modification decreases density.



Plan Submission Contact Information

Name of Project Resub of Lots 4, 5 & 6 Westhill Subdivision

Address Lots 5 & 6, Hilltop Dr S, Mobile AL 36608

Owner Starr Boykin for Copper Hill LLC

Address 1108 Hwy 90 Service Dr, Mobile Zip Code 36693

Phone 251-340-8380 Fax n/a Email starr@tensawland.com

Authorized Agent Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code 36527

Phone 251-626-0404 Fax n/a Email danny@smithclarkllc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

 Hunter C. Smith
Signature Print

2/14/2025 Authorized Agent
Date Affiliation to project/Organization



Plan Submission Contact Information

Name of Project Resub of Lots 4, 5 & 6 Westhill Subdivision

Address 5487 Hilltop Dr S, Mobile AL 36608

Owner Allen & Kathy Acton

Address 5487 Hilltop Dr S, Mobile Zip Code 36608

Phone 251-402-1136 Fax n/a Email k4acton@yahoo.com

Authorized Agent Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code 36527

Phone 251-626-0404 Fax n/a Email danny@smithclarkllc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Hunter C Smith

Signature

2/14/2025

Date

Hunter C Smith

Print

Authorized Agent

Affiliation to project/Organization



March 12, 2025

Planning & Zoning
City of Mobile

RE: Westhill Subdivision PUD Modification Justification

Smith, Clark & Associates is submitting, on behalf of Copper Hill LLC and Allen & Kathy Acton, a request to modify the existing PUD for Westhill Subdivision. This PUD modification is being submitted simultaneously with a request to Re-subdivide Lots 4-6. Lot 5 will be removed from the subdivision to increase the sizes of Lots 4 & 6.

Sincerely,

Hunter C. Smith, PLS
President
Smith, Clark & Associates, LLC

Allen & Kathy Acton
5487 Hilltop Dr S
Mobile AL 36608

Copper Hill LLC
1108 Highway 90 Dr
Mobile AL 36693

Smith Clark & Associates, LLC
30941 Mill Ln
Ste G, Box 258
Spanish Fort AL 36527

Edward & Carole Spremich
63 Silverwood St
Mobile AL 36607

West Hill LLC
3964 Airport Blvd
Mobile AL 36608

Kelley & Kathleen Ouzts
5479 Hilltop Dr S
Mobile AL 36608

Haley Hancock
5471 Hilltop Dr S
Mobile AL 36608

William Susman
213 Kingswood Ct
Mobile AL 36608

5472 Old Shell Road LLC
143 Myrtlewood Ln
Mobile AL 36608

Linda Knight, Trustee
4171 Carmel Dr N
Mobile AL 36608

Smita Properties LLC
4640 W Beach Blvd, Unit C1
Gulf Port MS 39501

Alfred Little
2300 Granada Ave
Mobile AL 36693

Michael & Ben Johnston
3968 Japonica Ln
Mobile AL 36693

Burlow Inc
5558 Old Shell Rd
Mobile AL 36608

Alabama Power Co
150 St Joseph St
Mobile AL 36602

USC LLC, Eleanor Cummings &
Shell Road LLC
PO Box 16227
Mobile AL 36616

Sylvester & Pamela Shakir
5663 Vanderbilt Dr
Mobile AL 36608

Sharie Reese
5286 Fletching Ct
Theodore AL 36582

Clifford & Jeanette Keller Jr
1726 Augusta Dr W
Mobile AL 36695

Shahi Pawan Khadgi
5651 Vanderbilt Dr
Mobile AL 36608

Amanda Nadeau
8280 Whisper Lakes Ct
Mobile AL 36619

Dennis & Megan Wallace
c/o Major Dennis Wallace
224 Stratford Dr
Vandenberg SB CA 93436

John Reed
108 Vanderbilt Dr
Mobile AL 36608

Best Homes LLC
112 Vanderbilt Dr
Mobile AL 36608

Jimmy Counselman & Emily Hodge
276 Miller Howze Rd
Coffeeville AL 36524



Agenda Item # 10

SUB-003244-2025 & MOD-003274-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

5487, 5491 & 5495 Hilltop Drive South

Subdivision Name:

Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

Applicant / Agent:

Hunter Smith & Daniel Clark, Smith Clark & Associates, LLC

Property Owner:

Starr Boykin, Copper Hill LLC

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

- Subdivision approval with twelve (12) conditions.
- Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	6
PUD Modification Considerations	7
Exhibits	9

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	10	DATE	April 17, 2025
APPLICANT	Westhill Subdivision, Resubdivision of Lots 4, 5 & 6		
REQUEST	Subdivision, PUD Modification		



SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, it was assigned an R-A, Residential-Agriculture zoning classification.

Sometime later, the zoning classification was changed to R-1, Single-Family Residential.

The site was the subject of two (2) subdivision approvals, both named Westhill Subdivision with twelve (12) lots each, in 2003. Each subdivision had an accompanying Planned Unit Development (PUD), both to allow for reduced lot sizes, reduced lot widths, and reduced building setbacks, and an additional request for increased site coverage to 55% for one (1) of the PUD. All were approved, but the approvals eventually expired.

In August 2006, the site was again before the Commission as Westhill Subdivision, but with eleven (11) proposed lots and an accompanying PUD to allow reduced lot widths and sizes, reduced building setbacks, and increased site coverage to 45%. Both were approved and the subdivision was recorded in Probate Court.

The site has never had any applications before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide and label the monument set or found at each subdivision corner.
- C. Add a graphic scale.
- D. Show and label all flood zones. New maps went into effect on June 5, 2020.
- E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 114.
- F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- G. Provide the Surveyor's Certificate.
- H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOTS 4A and 6A will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 4A – NONE and LOT 6A – NONE.
- I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
- J. Add a note that 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.

- K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. 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.
6. 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.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot, 0.84±-acre subdivision out of three (3) existing lots of record from the previously recorded Westhill Subdivision. The site is served by public water and sanitary sewer services.

The site is located at the West terminus of Hilltop Drive South, a public right-of-way with curb and gutter and a compliant 50-foot right of way. The current cul-de-sac has a 50-foot radius along the site frontage (100-foot diameter), but the Subdivision Regulations now require a 60-foot radius (120-foot diameter) for a cul-de-sac. However, as one of the two (2) proposed lots is developed, the requirement for dedication along the site frontage would seem unwarranted. A waiver of Section 6.B.9. would seem in order to allow such. If approved, the current curve data table for the site should be retained on the Final Plat.

Both proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in both square feet and acres. If approved, this information should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

As with the approval of Westhill Subdivision, the lots are proposed to have a 15-foot minimum building setback line along the street frontage. Side yard and rear yard setbacks are proposed as eight (8) feet. Unlike the previous subdivision approval, there will not be a zero-lot line on one side, and an eight (8)-foot side yard setback is proposed instead. It should be noted that the UDC now requires 5-foot side yard setbacks and 8-foot rear yard setbacks. As such, at least a 5-foot side yard setback should be retained on the Final Plat, if approved. There is no increased site coverage proposed as in the previous subdivision approval. In order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the Final Plat stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

A sanitary sewer easement is indicated on the preliminary plat. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to reflect the newly created lots. The previously approved PUD contained 11 lots, and three (3) of those lots are proposed to be amended as two (2) lots; therefore, the PUD must also be amended.

The applicant states the following concerning the MOD application:

This modification will remove Lot 5 from the subdivision and increase the size of Lots 4 & 6 to accommodate the decrease in density. The character of the neighborhood will not be affected.

The site plan submitted is identical to the preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The curve data should be retained on the site plan. The lot size labels in both square feet and acres should be retained on the site plan, or a table should be furnished on the site plan providing the same information.

At least 5-foot rear yard setbacks should be retained on the site plan. As no increased site coverage is proposed as with the previous PUD approval, in order to avoid possible confusion with the 45% maximum site coverage allowed in the remainder of Westhill Subdivision, a note should be placed on the site plan stating that site coverage is limited to 35% maximum site coverage, unless otherwise requested by the applicant.

As a sanitary sewer easement is indicated on the site plan, a note should be required on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be presented to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations, if the Subdivision request is considered for approval, the following conditions could apply:

1. Retention of the current curve data table on the Final Plat;
2. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the 15-foot front yard setback on the Final Plat;
4. Retention of at least the 5-foot side yard setbacks on the Final Plat;
5. Retention of the 8-foot rear yard setbacks on the Final Plat;
6. Placement of a note on the Final Plat stating that site coverage is limited to a maximum of 35%;

7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. **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.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and

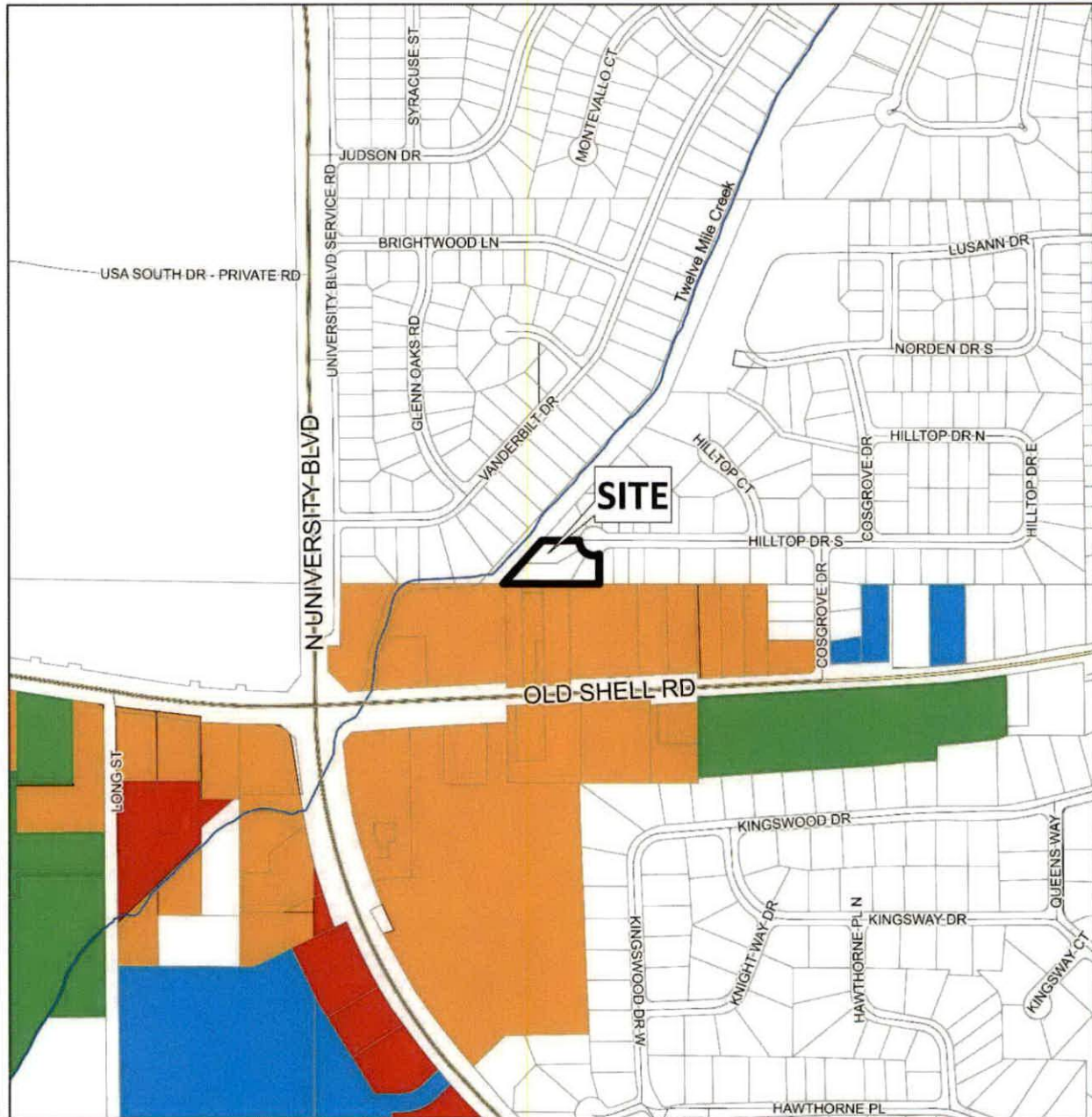
screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. 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.

If approved, the following conditions could apply:

1. Retention of the current curve data table on the site plan;
2. Retention of the lot size labels in both square feet and acres on the site plan, or the furnishing of a table on the site plan providing the same information;
3. Retention of the 15-foot front yard setback on the site plan;
4. Retention of at least the 5-foot side yard setbacks on the site plan;
5. Retention of the 8-foot rear yard setbacks on the site plan;
6. Placement of a note on the site plan stating that site coverage is limited to a maximum of 35%;
7. Placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat for the subdivision;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



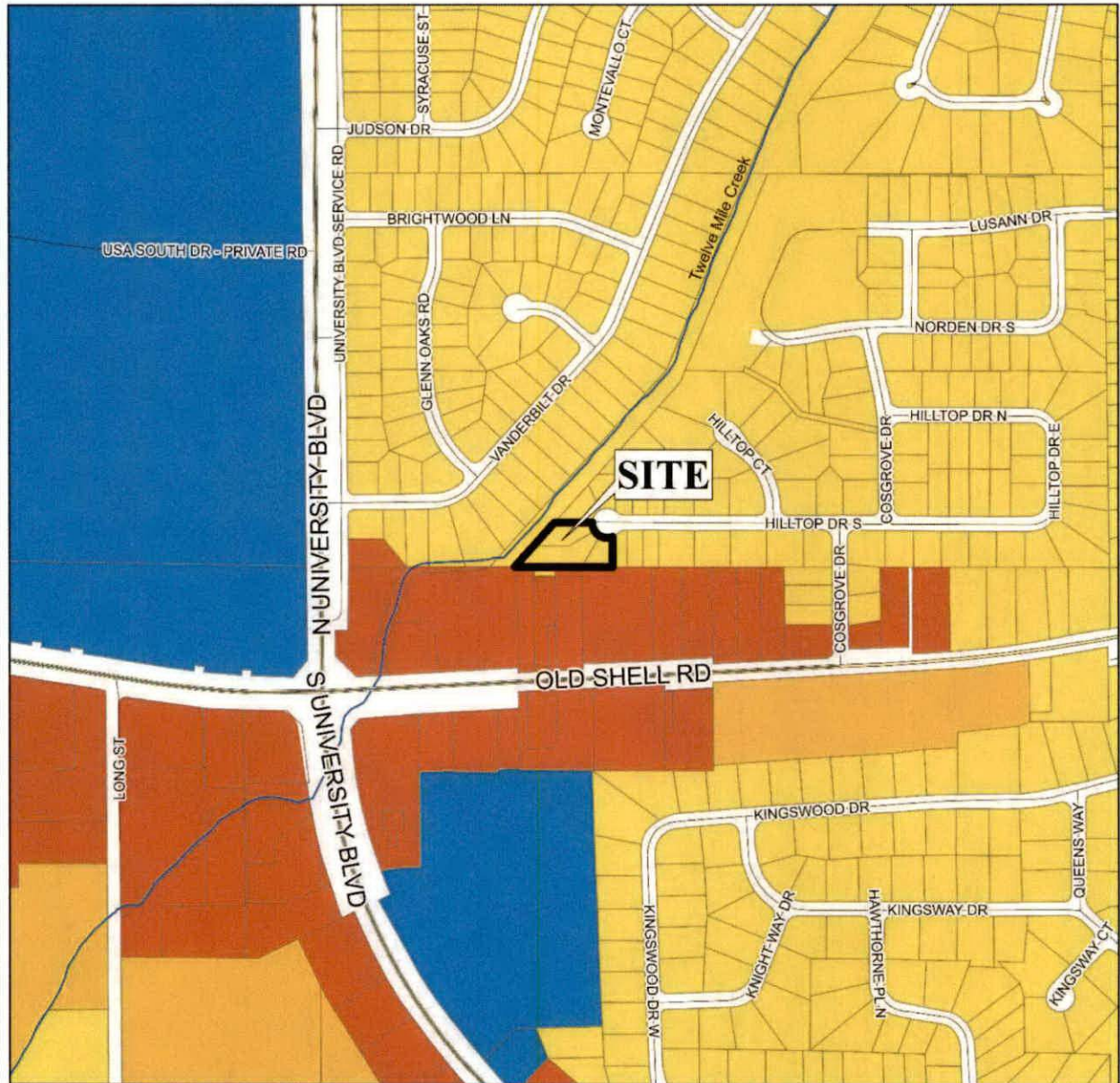
APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE April 17, 2025

APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 commercial and residential units.

APPLICATION NUMBER 10 DATE April 17, 2025

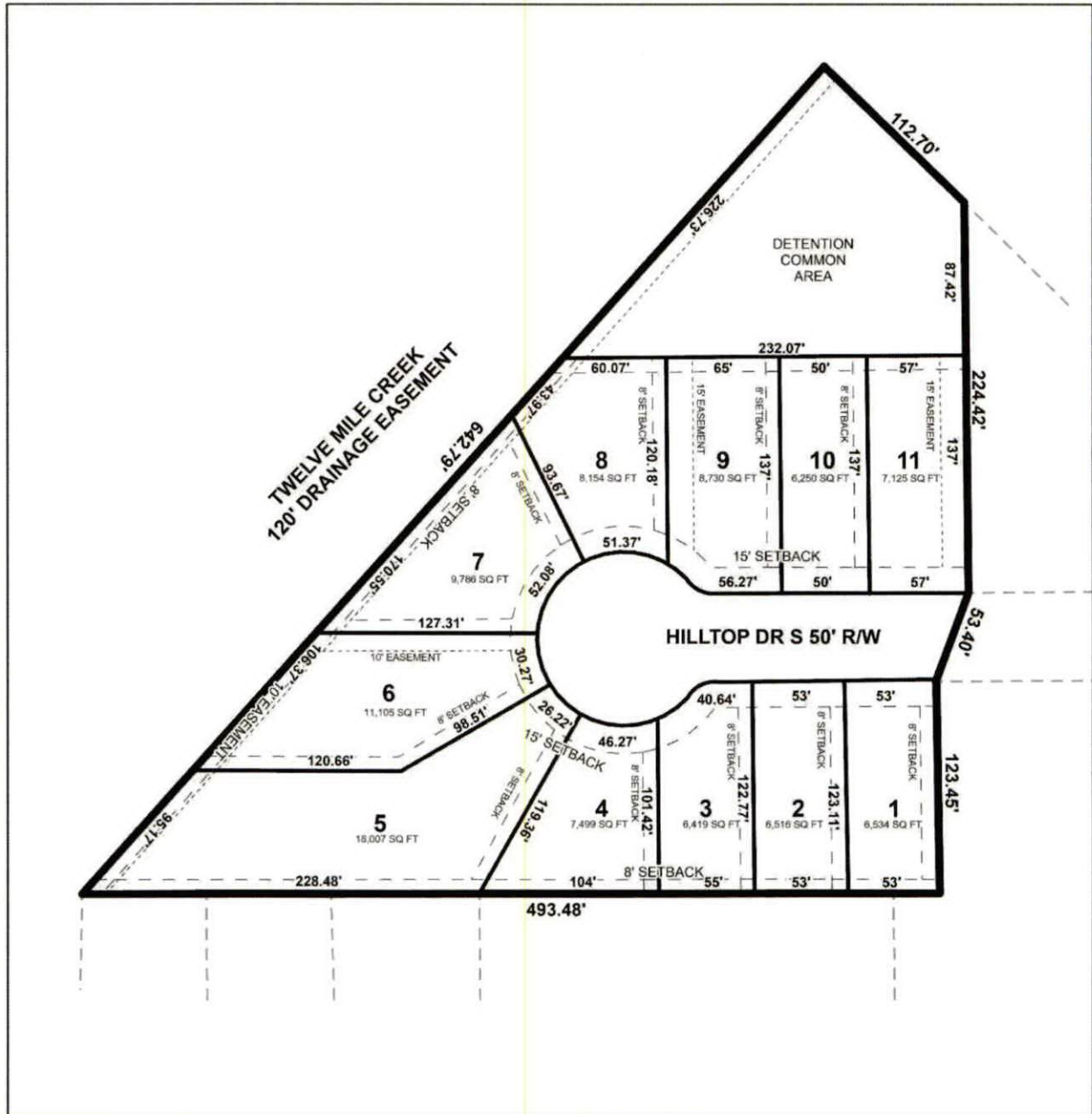
APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6

REQUEST Subdivision, PUD Modification

	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

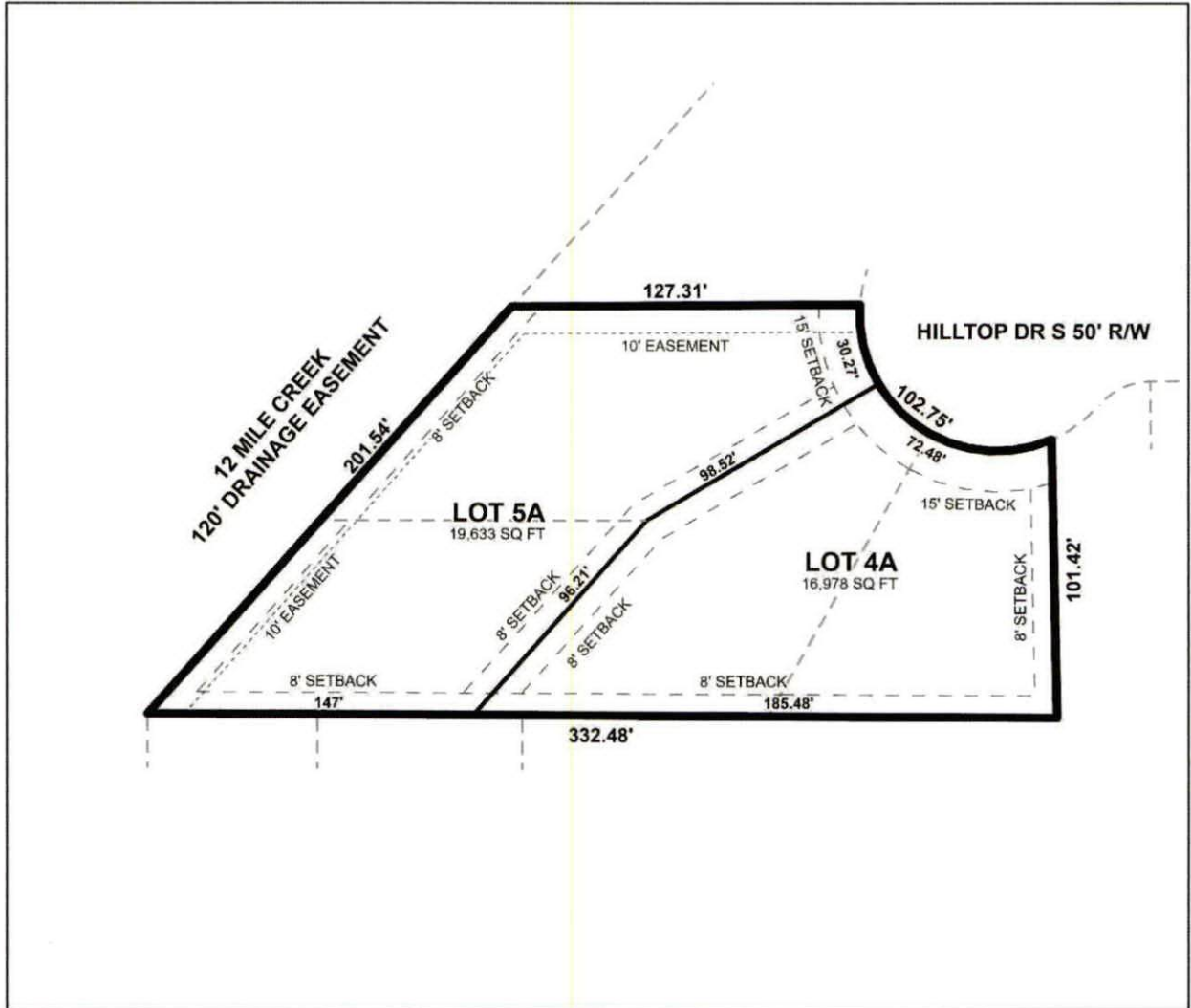
PREVIOUS PUD SITE PLAN



APPLICATION NUMBER 10 DATE April 17, 2025
 APPLICANT Westhill Subdivision, Resubdivision of Lots 4, 5 & 6
 REQUEST Subdivision, PUD Modification



SITE PLAN



The site plan illustrates the proposed subdivision, setbacks, and easements.

APPLICATION NUMBER	10	DATE	April 17, 2025
APPLICANT	Westhill Subdivision, Resubdivision of Lots 4, 5 & 6		
REQUEST	Subdivision, PUD Modification		



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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



CAPITAL CONTRACT SUMMARY SHEET

C#5440

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP West Side Park - Ballfield Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-48010)

CONTRACT AMOUNT: \$492,232.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

PROJECT DESCRIPTION: To provide new Musco lighting to the ballfields and parking lot.

This includes new fixtures on all fields and new poles to replace wood poles.

VENDOR NAME: H & H Electric Company,
INC.

VENDOR NUMBER: 274226

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate_____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/17/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

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

Name of Company: H & H Electric Company, INC.

Project Name: CIP West Side Park - Ballfield Lighting Improvements

Project Number: PR-007-25

Amount: \$492,232.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

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Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/17/2025

AIA® Document A101® – 2017

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

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

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

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

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

H&H Electric Company, INC.
13580 Celeste Road
Chunchula, AL 36521

City of Mobile Business License Number: 445
Secretary of State Registration Number: 000-058-646

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

West Side Park - Ballfield & Parking Lighting Improvements
1001 Hitt Road
Mobile, Alabama 36695
PR-007-25
Scope: To provide new Musco lighting to the ballfield and parking lot. This includes new fixtures on all fields and new poles to replace wood poles.

The Architect:
(Name, legal status, address and other information)
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

§ 3.3 Substantial Completion

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

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

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 (\$ 492,232.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$472,232.00

Contingency Allowance: \$20,000.00

Total Bid: \$492,232.00

Alternate: N/A

Total Contract Sum: \$492,232.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Twenty Thousand and 00/100 (\$20,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or *(Table deleted)* undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Init.

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that H & H Electric Company, INC. has completed the contract for PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements 1001 Schillinger Road South Mobile, Alabama 36608 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Init.

(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

William H. Hill, President
P.O. Box 461
Saraland, AL 36571
hhelectric@bellsouth.net
251-675-5494

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee

Init.

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

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

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

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

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's

performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
E1.1	Electrical Legend & Abbreviations	April 30, 2025
E2.1	Electrical Existing Overall Site Plan	April 30, 2025
E2.2	Electrical New Work Overall Site Plan	April 30, 2025
E3.1	Electrical Major League/T-Ball Field New Work Lighting	April 30, 2025
E3.2	Electrical Little League Field New Work Lighting	April 30, 2025
E3.3	Electrical Babe Ruth Field New Work Lighting	April 30, 2025
E3.4	Electrical Buddy Ball Field New Work Lighting Plan	April 30, 2025
E3.5	Electrical Rookie Field New Work Lighting Plan	April 30, 2025
E4.1	Electrical Field Lighting Wiring Diagrams	April 30, 2025
E4.2	Electrical Field Lighting Wiring Diagrams	April 30, 2025
E5.1	Electrical Schedules	April 30, 2025
E5.2	Electrical Details	April 30, 2025
E6.1	Electrical Existing Equipment Elevations	April 30, 2025
E6.2	Electrical New Work Equipment Elevation	April 30, 2025

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	April 30, 2025
Section 01210	Allowances	April 30, 2025
Section 01310	Project Management & Co-ordination	April 30, 2025
Section 01320	Construction Progress Documentation	April 30, 2025
Section 01330	Submittal Procedures	April 30, 2025

Section 01635	Substitution Procedures	April 30, 2025
Section 01700	Execution Requirements	April 30, 2025
Section 01731	Cutting and Patching	April 30, 2025
Section 01770	Close out Procedures	April 30, 2025
Section 01783	Project Record Documents	April 30, 2025
Section 01782	Operation and Maintenance Data	April 30, 2025

.5 Addenda, if any:

Number	Date
Addendum No. 1	May 13, 2025
Addendum No. 2	May 19, 2025
Addendum No. 3	May 20, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

Init.

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User Notes:

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: H&H Electric Company, INC.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

William H. Hill, President
(Printed name and title)

ATTEST:

City Clerk

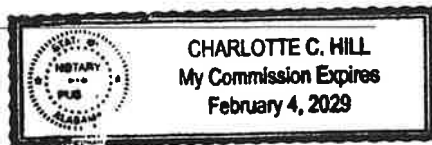
STATE OF ALABAMA
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared William H. Hill as President of H&H Electric Company, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

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

Charlotte C. Hill
NOTARY PUBLIC

My Commission Expires: _____



Init.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, H & H Electric Company, Inc., PO Box 461 Saraland, AL 36571, hereinafter called the Principal, and Cincinnati Insurance Company 6200 S. Gilmore Rd Fairfield, OH 45014 hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 (\$492,232.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Westside Park – Ballfield Lighting Upgrades, 1001 Hitt Road, Mobile, Alabama 36695, PR-007-25, 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 16 day of July, 2025.

CONTRACTOR AS PRINCIPAL
Company: H & H Electric Company, Inc.
(Corporate Seal)

By: [Signature]

Name and Title: William H Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)

By: [Signature]

Name and Title: M. Harland Ison, Jr., Attorney-in-Fact

Resident Agent: [Signature]

(Signature)

Name and Title: M. Harland Ison, Jr., Attorney-in-Fact
Company Name: Thames Baire Insurance
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251-473-9000

Owner's Representative: Shannon McIntyre

Director of Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of retainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

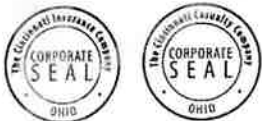
Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day of



Ed H

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, H & H Electric Company, Inc. PO Box 461 Saraland, AL 36571, as Principal, and Cincinnati Insurance Company 6200 S. Gilmore Fairfield, OH 45014, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of Four Hundred Ninety-Two Thousand Two Hundred Thirty-Two and 00/100 (\$492,232.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park - Ballfield Lighting Upgrades, 1001 Hitt Road, Mobile, Alabama 36695, PR-007-25, 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.

- 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.
- The Principal and Surety hereby designate and appoint M. Harland Ison, Jr. **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.
- The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- 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.
- 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 16 day of July, 2025

CONTRACTOR AS PRINCIPAL
Company: H & H Electric Company, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: William A Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: M. Harland Ison, Jr., Attorney-in-Fact

Resident Agent: [Signature]
(Signature)

Name and Title: M. Harland Ison, Jr.
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607

Phone and Fax: 251-473-9000

Owner's Representative: Shannon McIntyre
Director of Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of retainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of



Ed H



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver.

Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-007-25 Current Date 05 / 07 / 25

Project Description West Side Park - Ballfield & Parking Lighting Improvements

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.

We request the required 15% be lowered to 5% participation because the project is specific

to electrical lighting and wiring only.

Carleen Stout

Requested By (Department Director)

Carleen Stout-Clark

Carleen Stout-Clark (May 7, 2025 15:29 CDT)

(Signature)

(Title)

05/07/2025

(Date)

Telephone Number

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Archnique Kidd (May 7, 2025 15:41 CDT)

(Signature)

Small Business Development Manager

(Title)

05/07/2025

(Date)

Approved By (CAO)

Waiver of DBE Goals PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements

Final Audit Report

2025-05-07

Created:	2025-05-07
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgZjG5tciqbG-7qXqiiZiX1WQwVnTayAo

"Waiver of DBE Goals PR-007-25 West Side Park - Ballfield & Parking Lighting Improvements" History

-  Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-05-07 - 2:59:01 PM GMT- IP address: 76.8.254.3
-  Document emailed to carleen.stout@cityofmobile.org for signature
2025-05-07 - 3:02:21 PM GMT
-  Email viewed by carleen.stout@cityofmobile.org
2025-05-07 - 8:29:24 PM GMT- IP address: 104.47.65.254
-  Signer carleen.stout@cityofmobile.org entered name at signing as Carleen Stout-Clark
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-  Document e-signed by Carleen Stout-Clark (carleen.stout@cityofmobile.org)
Signature Date: 2025-05-07 - 8:29:55 PM GMT - Time Source: server- IP address: 76.8.254.3
-  Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-05-07 - 8:29:56 PM GMT
-  Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2025-05-07 - 8:40:53 PM GMT- IP address: 76.8.254.3
-  Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-05-07 - 8:41:40 PM GMT - Time Source: server- IP address: 76.8.254.3
-  Agreement completed.
2025-05-07 - 8:41:40 PM GMT



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
 questions on completing this form.
 Via email: Archonique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **“DBEs”**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **“Good Faith” Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H & H ELECTRIC CO., INC.
Address	P O BOX 461 SARALAND AL 36571
Telephone	251-675-5494
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	PR-007-25
Project Description	WESTSIDE PARK--FIELD LIGHTING UPGRADES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>12</u> Female <u>1</u> Minority <u>1</u> Non-minority <u> </u> SDVO <u> </u> Total #of Employees <u>14</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL
Signature:  Date: 05/21/2025
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: WILLIAM H. HILL Title: PRESIDENT
Email: hhelectric@bellsouth.net Phone: 251-675-5494



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company H & H ELECTRIC CO., INC. Your Bid/Proposal Amount \$ 492,232.00

Date:

05 / 21 / 2025 Description PR-007-25 WESTSIDE PARK -- LIGHTING UPGRADES

Name of Bidder/Proposer: H & H ELECTRIC CO., 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
Ellis Craneworks	850-995-0877	Set Concrete Pole Bases	\$48,980.00	5	Y	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: H & H ELECTRIC CO., INC.

Contact Person: WILLIAM H. HILL Phone 251-675-5494 Email hhelectric@bellsouth.net

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. _____



Alabama Secretary of State



H & H Electric Company, Inc.	
Entity ID Number	000-058-646
Entity Type	Domestic Corporation
Principal Address	SARALAND, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1979
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	HILL, WILLIAM HOWARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, JAMES N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, CHARLOTTE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

H & H Electric Company, Inc.						
	2006	2007	2008	2009	2010	2011
	2012	2013	2014	2015	2016	2017
	2018	2019	2020	2021	2022	

Browse Results

New Search

Company ID Number: 931097

Approved by:

E-Verify Employer Agent Employer H & H Electric Co., Inc.	
Name (Please Type or Print) William H Hill	Title
Signature Electronically Signed	Date 12/15/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2015

Company ID Number: 931097

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	H & H Electric Co., Inc.
Company Facility Address	13580 Celeste Road SARALAND, AL 36571
Company Alternate Address	PO Box 461 SARALAND, AL 36571
County or Parish	MOBILE
Employer Identification Number	630778256
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



H&HELEC-01

SJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Allen Hunter Ladd, Jr. PHONE (A/C, No, Ext): E-MAIL ADDRESS: hunter@thamesbatre.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Owners Insurance Company		32700
INSURER B : Auto-Owners Insurance Group		18988
INSURER C : Midwest Employers Casualty Co		23612
INSURER D : Alabama Self-Insured W/C Fund		
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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	38043704	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐	X	X	5304371400	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	5304371401	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PUAL129001	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			P101675AL2024	1/1/2025	1/1/2026	Per Statute
A	Equipment Floater			38043704	10/1/2024	10/1/2025	Leased/Rented 200,000

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

Westside Park Ballfield Lighting Upgrades, PR-007-25
Loc 1, Bldg 1 - 13580 Celeste Road Saraland, AL 36571
Loc 2, Bldg 1 - 118 Industrial Parkway Saraland, AL 36571
Loc 3, Bldg 1 - 33 Harris Avenue Saraland, AL 36571

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED H & H Electric Co., Inc. Post Office Box 461 Saraland, AL 36571	
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:

With regard to City of Mobile:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form CG 20 37 04 13 & CG 20 10 04 13, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form CG 24 04 05 09, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CG 20 01 04 13, if required by written contract.

Per Project Aggregate & Location provisions apply with respect to General Liability, subject to form 55200 (6-96), if required by written contract.

30 Day Notice of Cancellation apply with respect to General Liability, subject to form 59495 (8-11), if required by written contract.

Contractual Liability is included, subject to the attached policy.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form 58503 (1-15), if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form 58122 (1-15), if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form 58540 (12-19), if required by written contract.

30 Day Notice of Cancellation apply with respect to General Liability, subject to form 59495 (8-11), if required by written contract.

Excess Liability:

Additional Insured, Waiver of Subrogation, Primary & Non-Contributory, 30 Day Notice of Cancellation provisions apply with respect to Excess Liability, subject to General Liability & Automobile Liability underlying terms, if required by written contract.

Workers Compensation:

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s)	Mailing Address
CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS
LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Each person or organization shown in the Schedule is
an **insured** for Covered Autos Liability Coverage, but
only to the extent that person or organization qualifies as

an **insured** under **SECTION II - COVERED AUTOS
LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An
Insured.**

All other policy terms and conditions apply.

Name Of Person(s) or Organization(s):

CITY OF MOBILE

(Information required to complete this endorsement, if not shown above, will be shown in the Declarations.)

58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

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Page 1 of 1

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58540 (12-19)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS
(WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is shown below.

Named Insured: H&H ELECTRIC COMPANY INC

Endorsement Effective Date: 10-01-2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s)

CITY OF MOBILE

(Information required to complete this endorsement, if not shown above, will be shown in the Declarations.)

SECTION V - CONDITIONS, A. LOSS CONDITIONS is amended. 5. Our Right to Recover Payments is deleted and replaced by the following condition.

5. Our Right to Recover Payments
If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.
However, we waive our right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and the person(s) or organizations(s) shown in the schedule
only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF MOBILE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the
- CG 20 10 04 13

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Page 1 of 2
- Page 265 of 1449

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1.

10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2.

The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice 030	
Name Of Designated Person(s) Or Organization(s) CITY OF MOBILE	Mailing Address PO BOX 1827 MOBILEAL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF MOBILE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF MOBILE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the

CG 20 10 04 13

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Page 1 of 2

Page 269 of 1449

55200 (6-96)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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Page 1 of 1

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Person Or Organization:**

CITY OF MOBILE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Howard Industries Inc and Stem Consultants Inc for surveillance cameras and equipment. Prices good through for three months, renewable for 11 additional three-month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Cameras Agenda Package Bids

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Surveillance cameras and equipment

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Howard Industries Inc and Stem Consultants Inc for surveillance cameras and equipment. Prices good through for three months, renewable for 11 additional three-month periods. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5951

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 6

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5951</u>	Surveillance Cameras and Equipment	27	See bid tabulation	Three months, renewable for eleven additional three-month periods.	<u>(292451) Howard Industries Inc;</u> <u>(299150) STEM Consultants Inc</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5951
SURVEILLANCE CAMERAS AND EQUIPMENT

ITEM #	ITEM DESCRIPTION	CelPlan Technologies, Inc	Graybar Electric	Howard Industries	ProLogic ITS, LLC	STEM Consultants, Inc	Tech Advanced Computers, Inc
1	SPF MIDSPAN, AXIS T8154, #02740-004	\$348.73	\$224.29	\$150.00	\$165.55	\$154.70	\$189.00
2	QUAD CAMERA, Q6010E/20MP/360/MULTIS EN/1P66, #01981-001	\$3,708.45 AXIS Q6020-E 60 Hz PTZ CAMERA #02957-001	\$1,930.63	\$1,277.00	\$1,786.44 #02957-001	\$2,329.00 #02957-001	\$1,599.00
3	Camera PTZ, Q6075-E/1080P, #017252-004	\$5,874.45 AXIS Q6075-E 60HZ	\$3,540.39	\$2,341.00	\$2,677.91	\$2,471.47	\$2,999.00
4	WALL MOUNT, T91G61, #5506-951	\$384.47	\$235.02	\$157.00	\$178.02	\$162.77	\$199.00
5	POLE MOUNT, T91B57, #01470-001	\$233.38	\$138.44	\$93.00	\$107.21	\$98.34	\$119.00
6	NETWORK CAMERA, AXIS M3077-PLUE, #02018-001	\$1,256.38	\$803.80	\$566.00	\$603.55	\$559.37	\$689.00
7	DOME CAMERA, AXIS M3086-V, #02374-001	\$619.41	\$396.00	\$265.00	\$297.28	\$276.17	\$349.00
8	MIC DOME CAMERA, AXIS M3086-V, #02832-001	\$635.35	\$406.73	\$272.00	\$304.90	\$283.89	\$359.00
9	DOME CAMERA, AXIS M3088-V, #02375-001	\$762.73	\$481.85	\$322.00	\$366.02	\$340.40	\$429.00
10	DOME CAMERA, AXIS M4216-LV, #02113-001	\$874.21	\$556.98	\$372.00	\$419.69	\$390.56	\$489.00
11	DOME CAMERA, AXIS M3126-LVE, WHITE, #02918-001	\$842.35	\$535.51	\$372.00	\$404.49	\$376.28	\$479.00
12	DOME CAMERA, AXIS M3126-LVE, BLACK, #02919-001	\$842.35	\$535.51	\$358.00	\$404.49	\$375.08	\$479.00
13	BULLET, AXIS M2036-LE, WHITE, #02125-001	\$714.96	\$460.39	\$308.00	\$343.55	\$319.56	\$399.00

14	BULLET, AXIS M2036-LE, BLACK, #02134-001	\$714.96	\$460.39	\$308.00	\$343.61	\$319.05	\$399.00
15	CAMERA, AXIS M5526-E, PTZ	\$1,749.98 M5526-E 60 DISCREET PTZ, 4MP, 10X, #02769- 001	\$1,125.76	\$752.00 #02769-001	\$841.06 #02769-001	\$776.37	\$969.00 #02769-001
16	CAMERA, AXIS M5526-E, PTZ, 4 PCS, #02769-024	\$6,988.78 AXIS M5526-E, 60HZ PTZ CAMERA	\$750.15 AXIS 53008	\$3,144.00 #02769-021	\$3,357.14 #02769-021	\$3,100.10	\$3,899.00 #02769-021
17	WALL-AND-POLE MOUNT, AXIS TQ5001-E, #02411-001	\$283.75	\$170.63	\$114.00	\$130.13	\$120.04	\$149.00
18	ETHERNET SURGE PROTECTOR, AXIS T8061, #5801-641	\$199.80	\$116.98	\$79.00	\$89.94	\$84.06	\$104.00
19	ETHERNET SURGE PROTECTOR, AXIS TU8001, #02315-001	\$116.24	\$74.05	\$50.00	\$54.99	\$51.57	\$64.00
20	LONG RANGE PoE EXTENDER KIT, AXIS, #01857-001	\$906.60	\$578.44	\$389.00	\$427.94	\$402.53	\$499.00
21	OUTDOOR PoE EXTENDER, AXIS T8129-E, #01148-001	\$507.96	\$320.88	\$215.00	\$239.92	\$225.34	\$279.00
22	SURVEILLANCE CARD, AXIS 1TB, #02366-001	\$555.73	\$353.07	\$240.00	\$262.24	\$247.54	\$309.00
23	SURVEILLANCE CARD, AXIS 1TB, #02365-001	\$300.54 AXIS SURVEILLANCE CARD 512GB	\$181.37	\$123.00	\$134.49	\$126.80	\$159.00
24	MIDSPAN 15 W 1-PORT, AXIS T8120	\$100.30	\$63.32	\$43.00 #5026-204	\$47.87 #5026-204	\$44.55	\$59.00 #5026-204
25	OUTDOOR MIDSPAN, AXIS 30 W, #01944-001	\$485.21	\$288.68	\$193.00	\$219.27	\$204.72	\$259.00
26	SURVEILLANCE CARD, AXIS 1TB, 10 PCS, #02366-021	\$5,555.70	\$3,530.73	\$2,359.00	\$2,621.21	\$2,464.40	\$3,029.00

27	SURVEILLANCE CARD, AXIS 512, 10 PCS, #02365-021	\$2,848.71	\$1,813.66	\$1,212.00	\$1,327.92	\$1,263.64	\$1,599.00
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SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 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:
05/22/2025	5951	Police Dept	2460 Government St, Mobile, AL 36606

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

12:00 PM, Tuesday, June 10, 2025

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					
0- 200	Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004.					
	Providing: _____ Price: _____					
	Item 2					
0- 200	Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001.					
	Providing: _____ Price: _____					
	Item 3					
0- 200	Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004.					
	Providing: _____ Price: _____					
	Item 4					
0- 200	Wall Mount, T91G61. Part number: 5506-951.					
	Providing: _____ Price: _____					
	Item 5					
0- 200	Pole Mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001.					
	Providing: _____ Price: _____					
	Page 1 of 6					
			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 6					
0-200	Item 6 Network Camera, AXIS M3077-PLUE, Part number: 02018-001 Providing:_____Price:_____					
0-200	Item 7 Dome Camera, AXIS M3086-V, Part number: 02374-001 Providing:_____Price:_____					
0-200	Item 8 MIC Dome Camera, AXIS M3086-V, Part number: 02832-001 Providing:_____Price:_____					
0-200	Item 9 Dome Camera, AXIS M3088-V, Part number: 02375-001 Providing:_____Price:_____					
0-200	Item 10 Dome Camera, AXIS M4216-LV, Part number: 02113-001 Providing:_____Price:_____					
0-200	Item 11 Dome Camera, AXIS M3126-LVE, WHITE, Part number: 02918-001 Providing:_____Price:_____					
0-200	Item 12 Dome Camera, AXIS M3126-LVE, BLACK, Part number: 02919-001 Providing:_____Price:_____					
0-200	Item 13 Bullet, AXIS M2036-LE, WHITE, Part number: 02125-001 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 competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6					
0-200	Item 14 Bullet, AXIS M2036-LE, BLACK, Part number: 02134-001 Providing: _____ Price: _____					
0-200	Item 15 Camera, AXIS M5526-E, PTZ Providing: _____ Price: _____					
0-200	Item 16 Camera, AXIS M5526-E, PTZ, 4 PCS, Part number: 02769-024 Providing: _____ Price: _____					
0-200	Item 17 Wall-and-Pole Mount, AXIS TQ5001-E, Part number: 02411-001 Providing: _____ Price: _____					
0-200	Item 18 Ethernet Surge Protector, AXIS T8061, Part number: 5801-641 Providing: _____ Price: _____					
0-200	Item 19 Ethernet Surge Protector, AXIS TU8001, Part number: 02315-001 Providing: _____ Price: _____					
0-200	Item 20 Long Range PoE Extender Kit, AXIS, Part number: 01857-001 Providing: _____ Price: _____					
0-200	Item 21 Outdoor PoE Extender, AXIS T8129-E, Part number: 01148-001 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 competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6					
0-200	Item 22 Surveillance Card, AXIS 1TB, Part number: 02366-001 Providing: _____ Price: _____					
0-200	Item 23 Surveillance Card, AXIS 1TB, Part number: 02365-001 Providing: _____ Price: _____					
0-200	Item 24 Midspan 15 W 1-Port, AXIS T8120 Providing: _____ Price: _____					
0-200	Item 25 Outdoor Midspan, AXIS 30 W, Part number: 01944-001 Providing: _____ Price: _____					
0-200	Item 26 Surveillance Card, AXIS 1TB, 10 PCS, Part number: 02366-021 Providing: _____ Price: _____					
0-200	Item 27 Surveillance Card, AXIS 512, 10 PCS, Part number: 02365-021 Providing: _____ Price: _____					
	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 the minimum quantity of each item (initially) upon award of this bid.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 Pricing to be held firm for a 3-month period. This bid can be extended for up to eleven (11) additional three (3) 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. Delivery is expected within twenty-one (21) days ARO. These items are needed immediately, so delivery may be a consideration in the award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

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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 ANTI KICKBACK 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: July 29, 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 Dana Safety Supply Ind for 45 patrol package vehicle upfits and 30 admin package vehicle upfits for 2025 Chevrolet Tahoe PPVs for MPD.

Amount of Contract:

\$885,923.55

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Dana Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Dana Safety Supply Ind for 45 patrol package vehicle
upfits and 30 admin package vehicle upfits for 2025 Chevrolet Tahoe PPVs for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$885,923.55

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, 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:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24673,</u> <u>24737</u>	2025	(F7000) MOTOR POOL	45 PATROL PACKAGE AND 30 ADMIN PACKAGE VEHICLE UPFITS FOR 2025 CHEVROLET TAHOE SUVS FOR MPD (AL STATE CONTRACT)	\$885,923.55	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024673-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
07/10/25	1290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS PER DANA SAFETY QUOTE 564324-1 DATED 5-9-2025 AND STATE OF ALABAMA CONTRACT MA2300004209. Additional Description Notes	45.00 EACH	14309.71000	643936.95

UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs

AS REQUESTED BY 1530-POLICE DEPT.

1 1000.30.15.1530.1530.1530.0000.0000.45040.	643936.95
--	-----------

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

643936.95

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024673-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Released
--	--

Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

GREENSBORO, NC 27407

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

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
07/10/25	290980				MOTOR POOL

Account ***** General Ledger Summary Section ***** Account 1000.30.15.1530.1530.1530.0000.0000.45040. POLICE ADMIN SERVICES EXP	Amount Remaining Budget Amount Remaining Budget 643936.95 5670313.59 MOTOR POOL BUDGET RATE
---	--

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

Activity	Date	Clerk	Comment
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Rejected	07/09/25	JOHN PAINE	please adjust as per earlier e
Queued	07/11/25	MATTHEW ANDERSON	please adjust as per earlier e
Queued	07/11/25	SHONNDA SMITH	please adjust as per earlier e
Queued	07/11/25	CHERI BOUCHER	please adjust as per earlier e
Pending		DONALD ROSE	please adjust as per earlier e
Pending		SANDRA LEWIS	please adjust as per earlier e
Pending		STEVEN KRONINGER	please adjust as per earlier e
Pending		JOHNNIE HARRUB	please adjust as per earlier e
Pending		SAMANTHA COOLEY	please adjust as per earlier e
Pending		ANNE FOLEY	please adjust as per earlier e
Pending		JOHN PAINE	please adjust as per earlier e

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024737-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

GREENSBORO, NC 27407

Tel#850-624-7173
 Fax 800-375-8347

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
07/10/25	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 UPFITTING FOR ADMIN BUILD 2025 CHEVY TAHOE UPFITTING TO BE AS PER DANA SAFETY QUOTE 577358-A DATED 5-9-2025 AND STATE OF ALABAMA CONTRACT MA23000004209	30.00 EACH	8066.22000	241986.60

1 1000.30.15.1530.1530.1530.0000.0000.45040. 241986.60

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 241986.60

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.		
POLICE ADMIN SERVICES EXP	241986.60	5670313.59
MOTOR POOL BUDGET RATE		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024737-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

GREENSBORO, NC 27407

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

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
07/10/25	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Approved 07/10/25 MATTHEW ANDERSON			Auto approved by: 910518244
	Approved 07/10/25 SHONNDA SMITH			
	Approved 07/10/25 CHERI BOUCHER			Auto approved by: 910518244
	Forward 06/06/25 CLAUDE BUERGER IV			Automatic Forward to 910520668
	Rejected 07/09/25 JOHN PAINE			please adjust as per earlier e
	Approved 07/11/25 DONALD ROSE			Auto approved by: 9105paij
	Approved 07/11/25 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 07/11/25 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 07/11/25 JOHNNIE HARRUB			Auto approved by: 9105paij
	Approved 07/11/25 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 07/11/25 ANNE FOLEY			Auto approved by: 9105paij
	Approved 07/11/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Emergency Lighting - Dana Safety

Supplier

Dana Safety Supply, Inc

Linked Solicitation

Emergency Lighting, Consoles, Guards & Vaults Bid

Type

Master Agreement

Contract Code

MA230000004209

Sourcing Number

SRC0000016881

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
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

9/7/2023

End Date

9/6/2025

Documents

- [Master_Agreement_V1.pdf](#)
- [State of Alabama Emergency Lighting Contract Executive Summary.pdf](#)

Items

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Feniex Emergency Lighting	7	0.00 USD
Feniex Emergency Lighting Labor Rate	8	68.75 Hour
Feniex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD

Item Name	Product Code	UOM
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to IVM Solutions LLC for two herbicide treatment applications on selected drainage canals and ditches for Public Services.

Amount of Contract:

\$98,994.77

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 IVM Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 IVM Solutions LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to IVM Solutions LLC for two herbicide treatment applications
on selected drainage canals and ditches for Public Services.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$98,994.77

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5935

How many bidders received bid packages (if applicable): 28 + web

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>26891</u>	2025	(2086F) FLOOD CONTROL	TWO HERBICIDE TREATMENT APPLICATIONS ON SELECTED DRAINAGE CANALS AND DITCHES FOR PUBLIC SERVICES (SEALED BID 5935)	\$98,994.77	<u>(299669) IVM SOLUTIONS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026891-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved
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Page 1

Vendor
 IVM SOLUTIONS LLC
 2458 LEE ROAD 88

Ship To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

WAVERLY, AL 36879

Tel#5016559636

Deliver To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/25	299669				FLOOD CONTROL

LN Description / Account	Qty	Unit Price	Net Price
001 HERBICIDE TREATMENT - DRAINAGE CHANNELS AND DITCHES THIS IS FOR 2 SPRAYINGS OF DRAINAGE CANALS AND DITCHES, ONE IN JULY 2025 AND ANOTHER IN LATE AUGUST 2025 TO BE DONE AT THE DIRECTION OF THE PUBLIC SEVICES DEPARTMENT. PRICE PER SPRAYING IS \$49,497.385 PER TIME. AS PER CITY OF MOBILE BID #5935 AND YOUR QUOTE	2.00 EA	49497.38500	98994.77

1 1000.40.20.2070.2086.2070.0000.0000.42155. 98994.77

Ship To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 98994.77

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026891-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved
---	---

Page 2

Vendor
 IVM SOLUTIONS LLC
 2458 LEE ROAD 88

Ship To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

WAVERLY, AL 36879

Tel#5016559636

Deliver To
 PUB WORKS-FLOOD CONTROL
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/25	299669				FLOOD CONTROL

Account 1000.40.20.2070.2086.2070.0000.0000.42155. PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE	Amount 98994.77	Remaining Budget 2525680.90
--	---------------------------	---------------------------------------

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

Activity	Date	Clerk	Comment
Approved	07/03/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/03/25	SHONNDA SMITH	
Approved	07/03/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/11/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5935
HERBICIDE TREATMENT OF BATES FIELD LANDFILL
AND DRAINAGE CHANNELS

<u>VENDOR</u>	<u>DITCHES/ DETENTION BASINS</u>	<u>BATES FIELD LANDFIELD</u>
OPTERRA SOLUTIONS	\$149,435.00	\$9,100.00
IVM SOLUTIONS	\$98,994.77	\$13,569.08
CHEMPRO	\$106,800.00	\$3,050.00
INVASIVE MANAGEMENT SOLUTIONS	\$143,000.00	\$6,250.00

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 5 If a contractor is unable to fulfill obligations of the contract on any of their awarded areas, all of the areas awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required. This bid will be awarded on a group basis. At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Spraying Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Herbicide Treatment awards for a second or third year. The City is interested in starting the Herbicide program in June, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. The following is required and must be filled in: Registration Number with Secretary of State Office _____ City of Mobile Business License Number _____ E-Verify Enrollment Number _____ Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES _____ NO _____ Contractors who bid must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

Page 323 of 1449

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>12:01 PM, Friday, March 28, 2025</u>, date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current season to <u>December 31, 2025</u>. For questions about this bid submit your questions by e-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>BID #5935</u>. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the <u>BID #5935</u> on the outside and/or the date and time of the bid opening: <u>12:01 PM, Friday, March 28, 2025</u>. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. This bid is being awarded for one (1) year period (Spraying Season). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional years (Spraying Seasons). If extended, the terms, conditions, and <u>pricing shall not change</u>. The City reserves the right to extend all or none of the Herbicide awards for a second or third year.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM OR GROUP BASIS.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PRICING

Price to do one (1) year of all City drainage ditches and detention basins.

\$ _____

Price to do one (1) spraying of Bates Field Landfill.

\$ _____

City of Mobile
Herbicide Treatment of Bates Field Landfill

Scope of Work:

Bates Landfill

This contract is for the purpose of herbicide treatments at the Bates Field Landfill to eliminate all broadleaves and vegetation, including reeds and bamboo, that may penetrate the landfill cap and establish a full cover of grass to prevent erosion.

For areas that include rip rap, the contractor is required to control all vegetation with a non-selective herbicide.

The contractor should be aware that the terrain at the landfill varies and some areas may be uneven and rugged.

If necessary, mowing at landfill may be done in July/August and will be done via a separate contract or by City personnel.

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, notwithstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price.
- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
 - Work history similar to the scope of work required in this bid must be submitted with the bid
 - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.
- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
 - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975))*
 - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975))*
 - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975))*
 - *Commercial Pesticide Applicator Certification for Rights of Way*
 - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved
- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others

- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a cycle. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- When treating the landfill it will be necessary to notify the Mobile Airport Authority to gain access to the property
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property

- Contractor must be capable of spraying in potentially wet, muddy areas and be prepared to demonstrate how they plan to accomplish this

Safety:

- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- All equipment guards must be in place
- Equipment must be properly maintained and free of leaks
- Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
- The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
- Repeated failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment

- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.
- Payment will not be approved until the target vegetation has been effectively treated

City of Mobile Herbicide Treatment of Drainage Canals

Scope of Work:

This contract is for the purpose of vegetation management on designated drainage canals within the City of Mobile. The intent of herbicide treatments is to facilitate water flow by eliminating vegetation that may impede the flow of water while also maintaining the integrity of the banks by permitting low growing vegetation to establish and prevent erosion.

On terrestrial areas the contractor is required to apply herbicides to selectively control all woody vegetation that exceeds or could potentially exceed four feet in height, including trees, brush, cane, bamboo, reeds and invasive species. The vegetation that should remain after treatment includes annuals, perennials and grasses.

In aquatic zones, which includes from the edge of the water at each bank and any vegetated points in between, including those areas that may have developed due to siltation or shallow water, the contractor is required to control all emerged vegetation with a non-selective herbicide.

For areas that include rip rap, gabion baskets, and concrete sides and walls, the contractor is required to control all vegetation with a non-selective herbicide.

Terrestrial areas on drainage canals shall be treated from water's edge to the outside of the banks a minimum of 10 ft. from the top of the ditch or to the edge of the right of way, as appropriate and cleared.

It is the contractors responsibility to visit the included list of canals prior to bidding. Many are lengthy and some areas may be difficult to access with equipment. All are in an aquatic environment that may be wet or muddy and difficult to access with equipment.

Treatments:

- There shall be two treatments per year, the first starting the first full week in May and the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, notwithstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price (treatment of all drainage canals and/or the landfill).

- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
 - Work history with treating drainage canals and aquatic areas similar to the scope of work required in this bid must be submitted with the bid
 - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.
- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
 - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975))*
 - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975))*
 - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975))*
 - *Commercial Pesticide Applicator Certification for Rights of Way and Aquatic for each applicator*
 - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way and Aquatic categories must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved

- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others
- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing each drainage canal. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion

- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contract employees shall be courteous to the public at all times
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property
- Contractor must be capable of spraying in potentially wet, muddy or aquatic areas and be prepared to demonstrate how they plan to accomplish this

Safety:

- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate (right of ways and aquatics) Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.

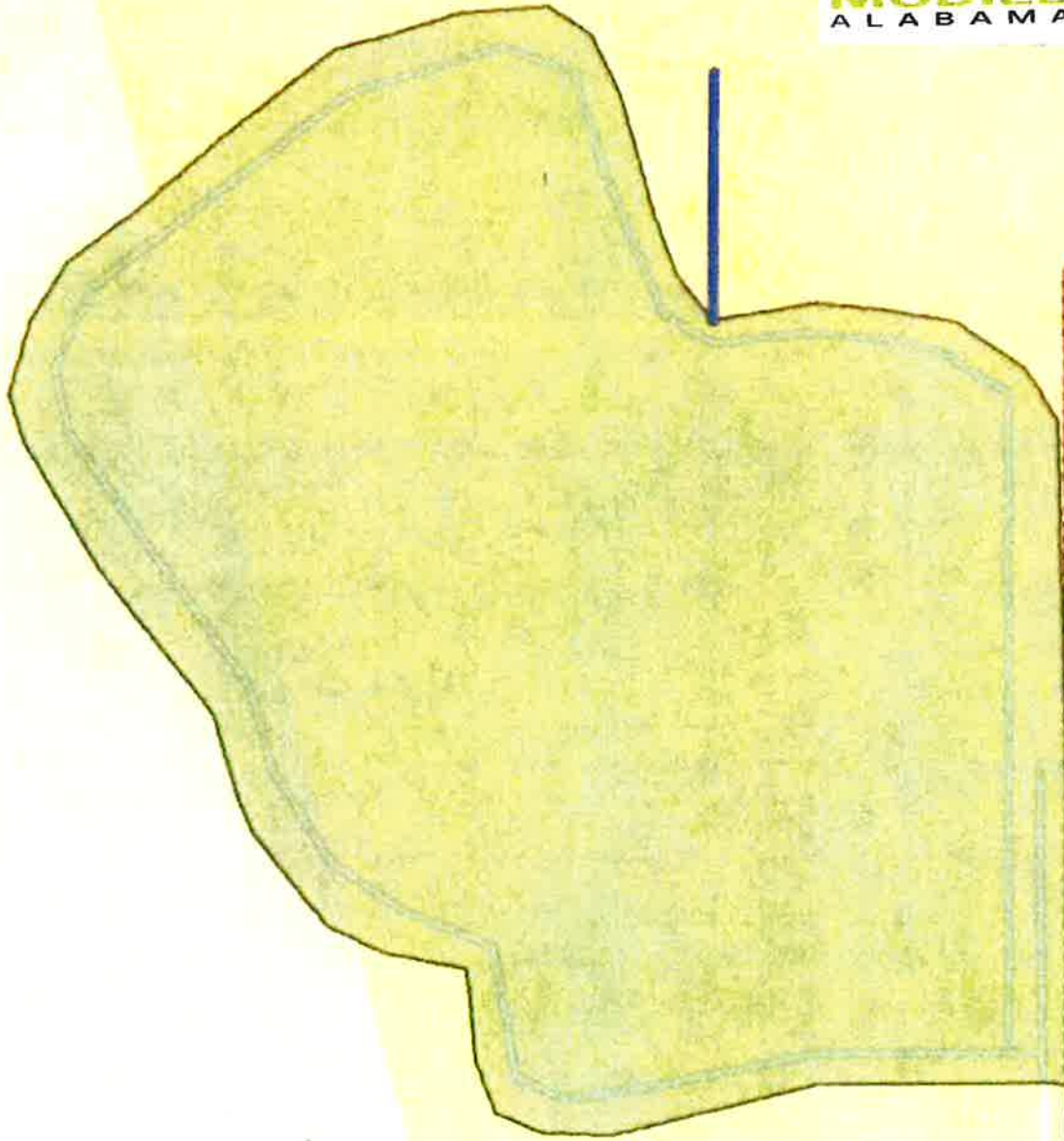
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place
- Equipment must be properly maintained and free of leaks
- Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
- The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
- Repeated failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment
- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.
- Payment will not be approved until the target vegetation has been effectively treated

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BATES LANDFILL



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www.delorme.com



MAPS OF EACH DRAINAGE CHANNEL/AREA ARE VIEWABLE AT THE FOLLOWING LINK:

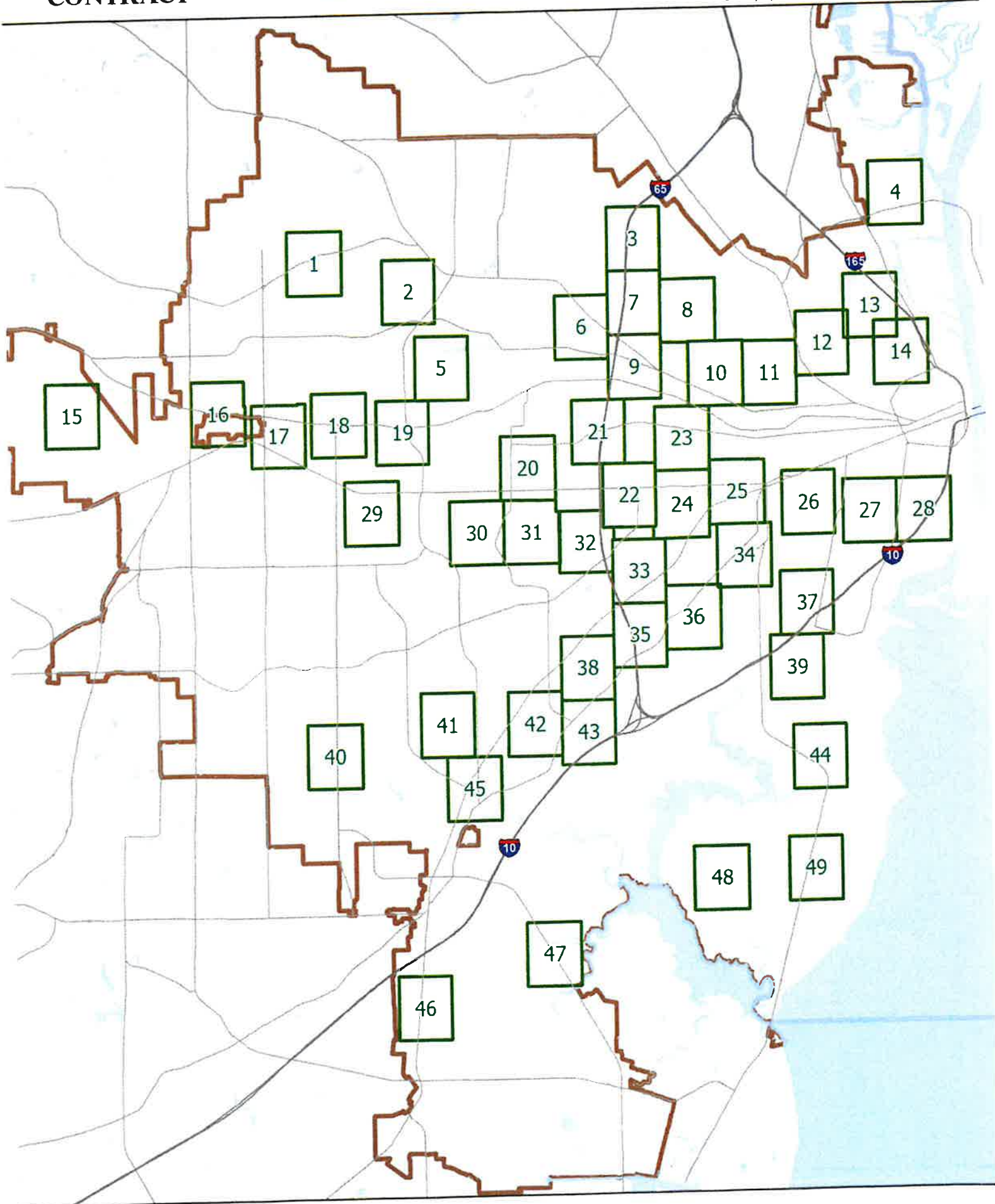
Click on following or paste to your computer search

<https://cityofmobile.maps.arcgis.com/home/item.html?id=6b56243fb1f74163aa24630ffe21a7b6>

HERBICIDE SPRAY CONTRACT

Water Map Book Pages Mobile City Limit

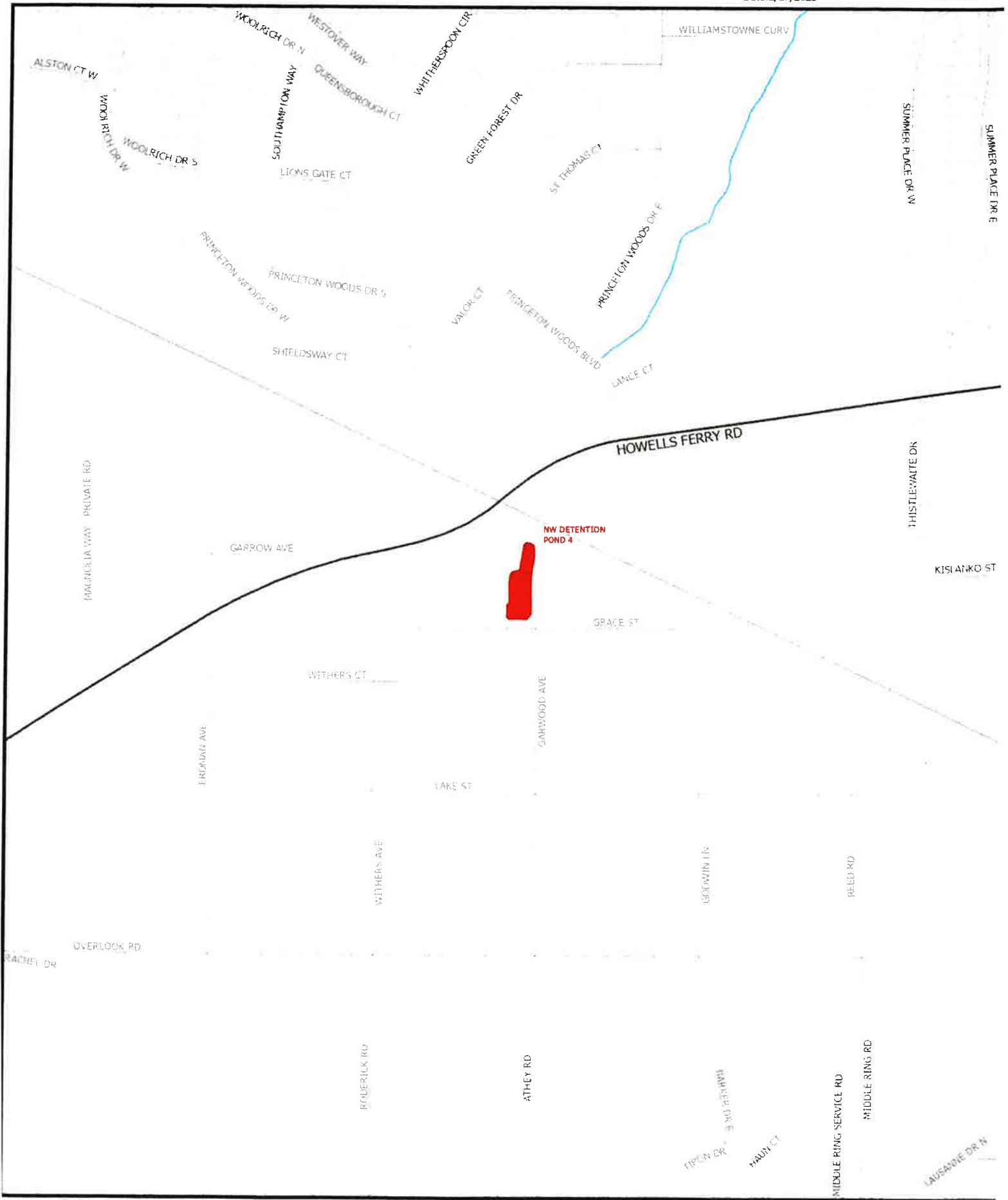
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HERBICIDE SPRAY DITCH CONTRACT

— Water — Stream
 Parcels — Contract Ditches
 Parks Contract Detention Ponds
— Rail Road

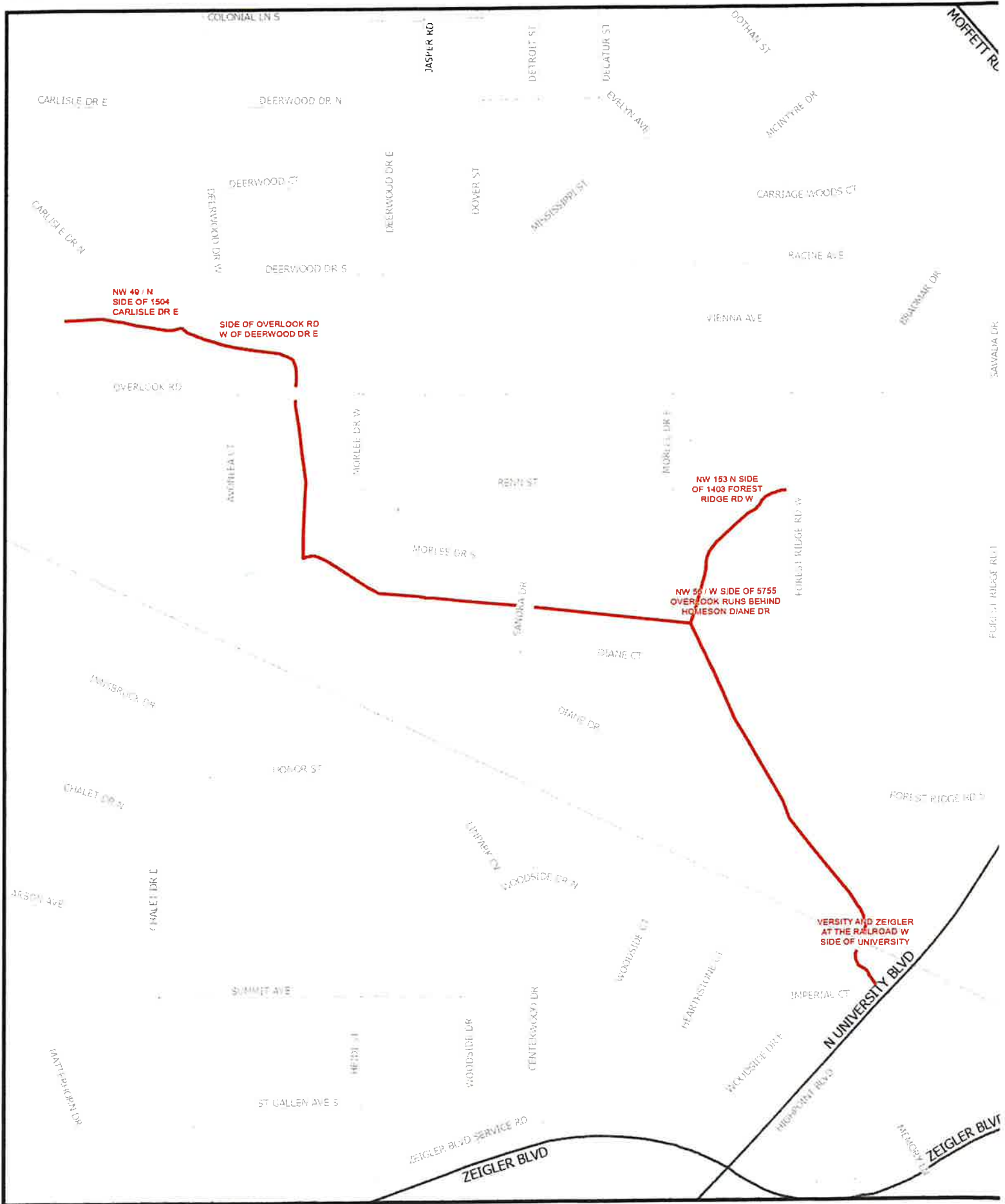
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HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

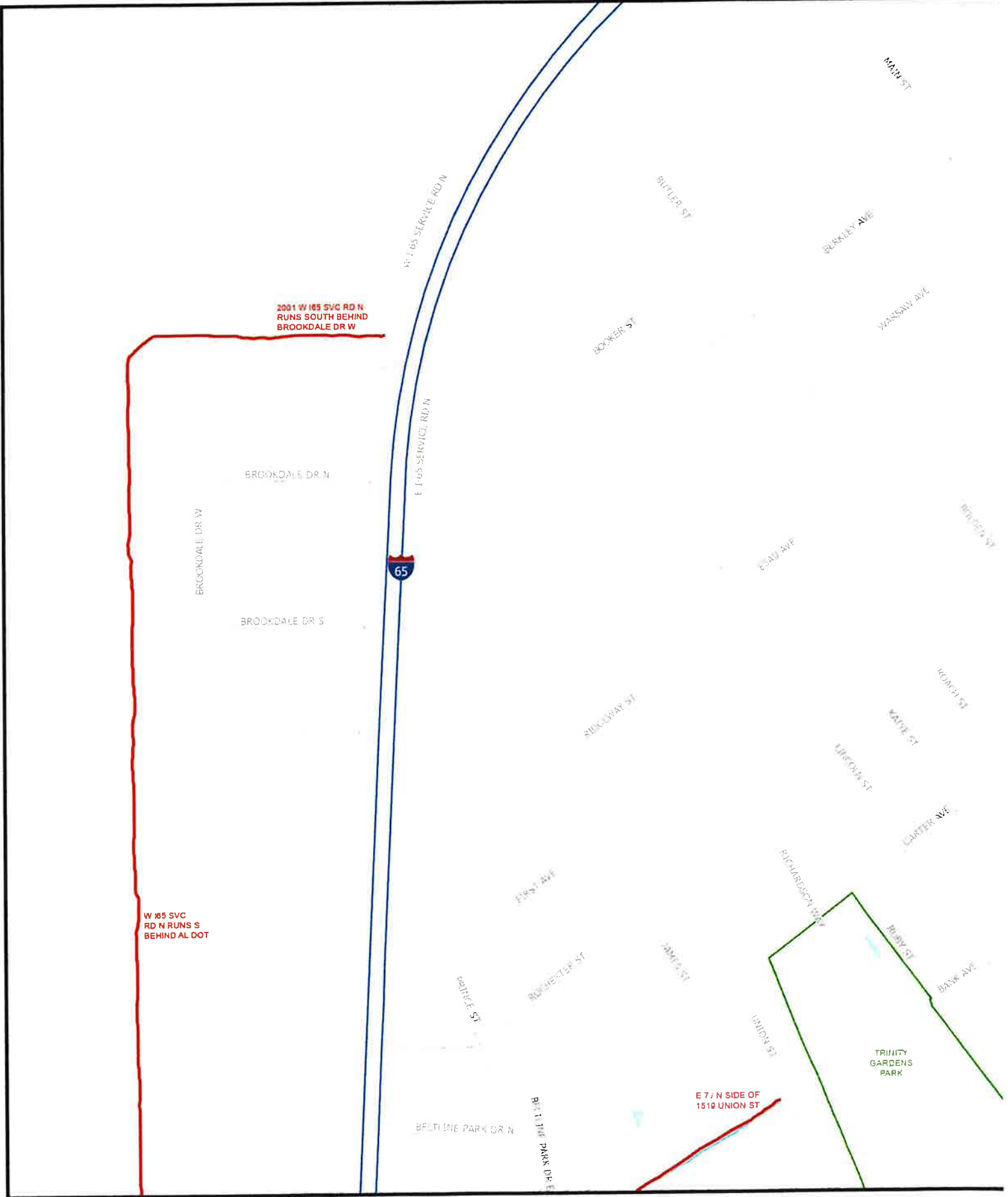
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HERBICIDE SPRAY DITCH CONTRACT

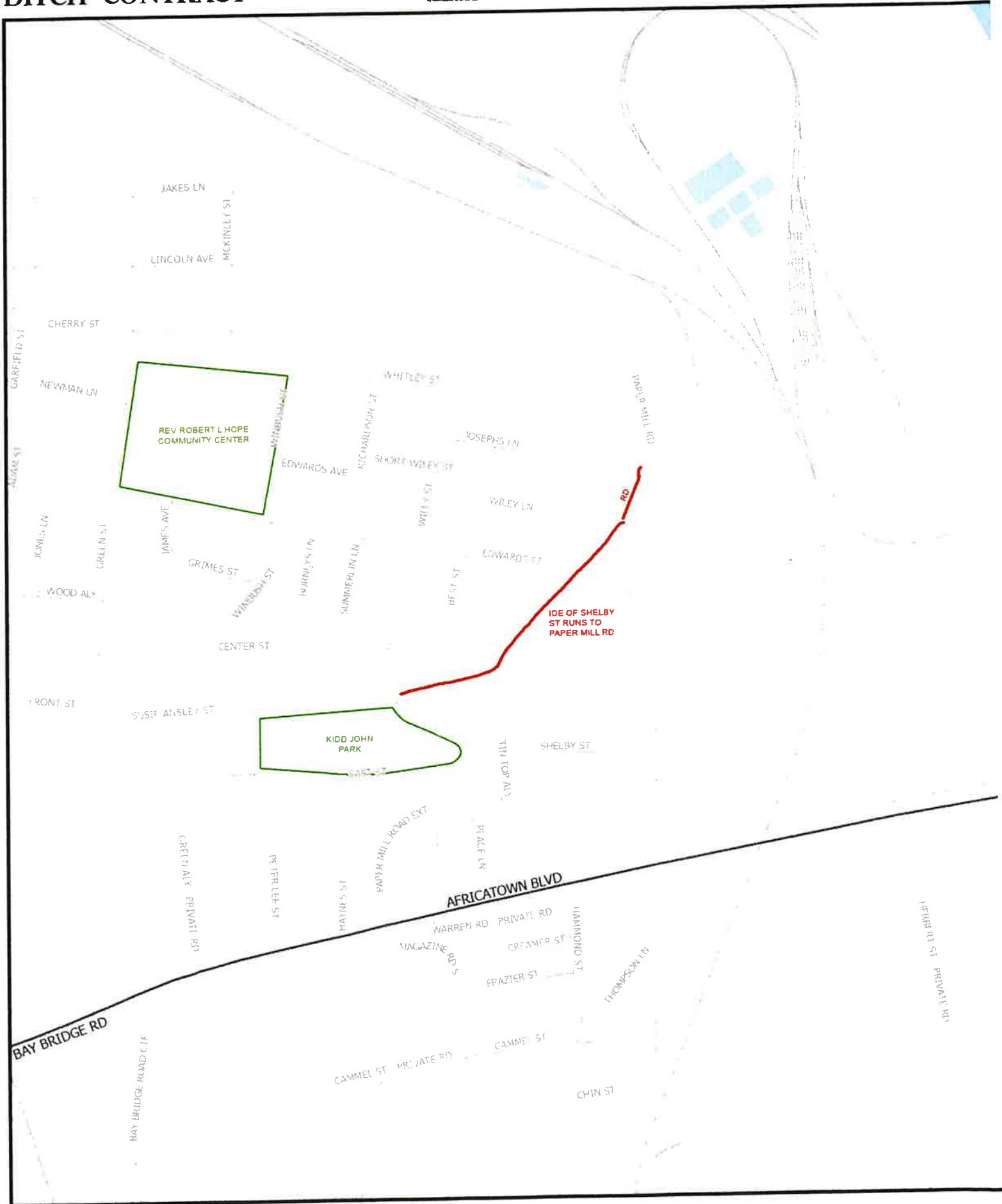
- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

N
Date:2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water — Stream
■ Parcels — Contract Ditches
■ Parks ■ Contract Detention Ponds
— RailRoad





HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

N
▲
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

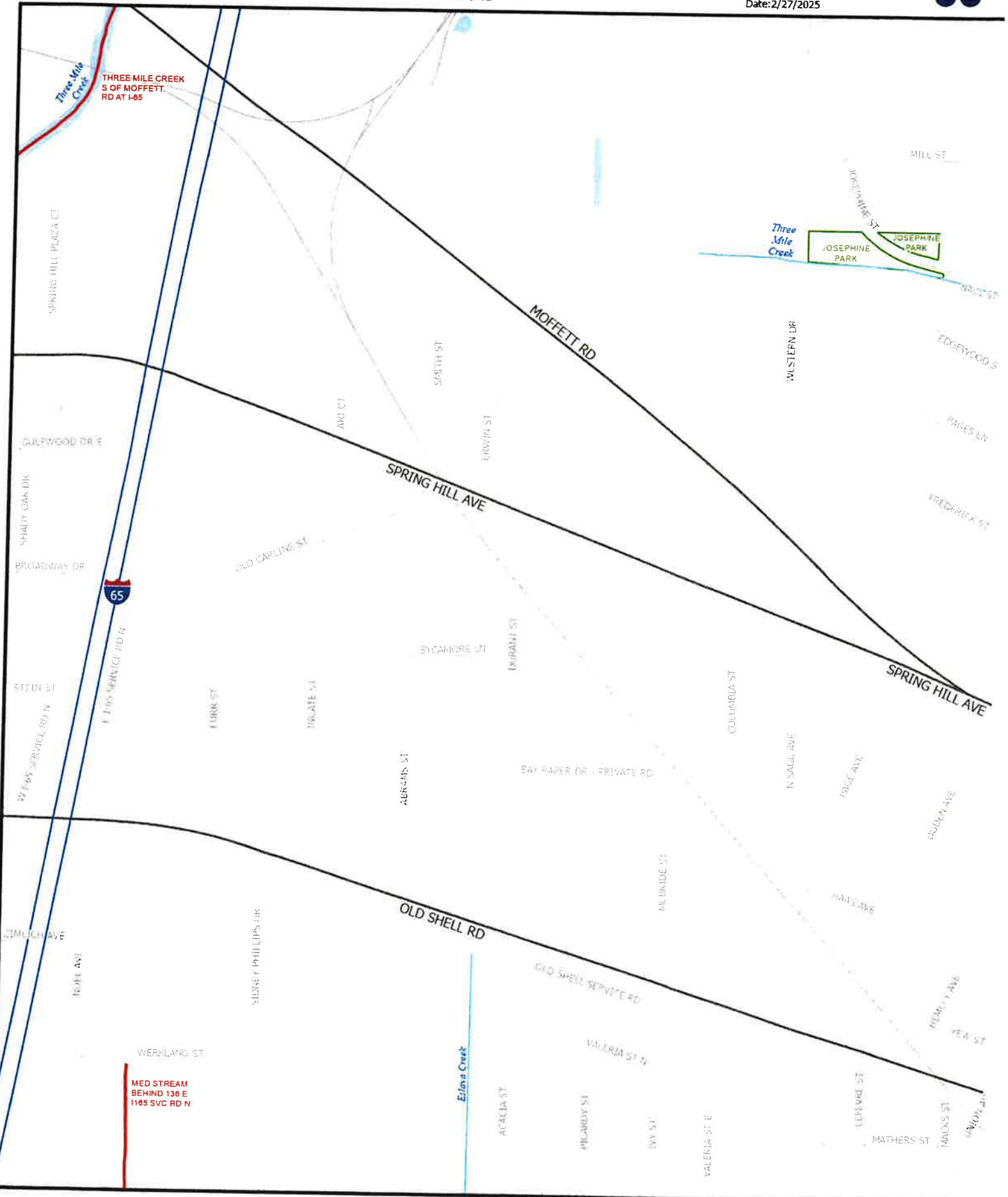
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HERBICIDE SPRAY DITCH CONTRACT

Water Stream
 Parcels Contract Ditches
 Parks Contract Detention Ponds
 RailRoad

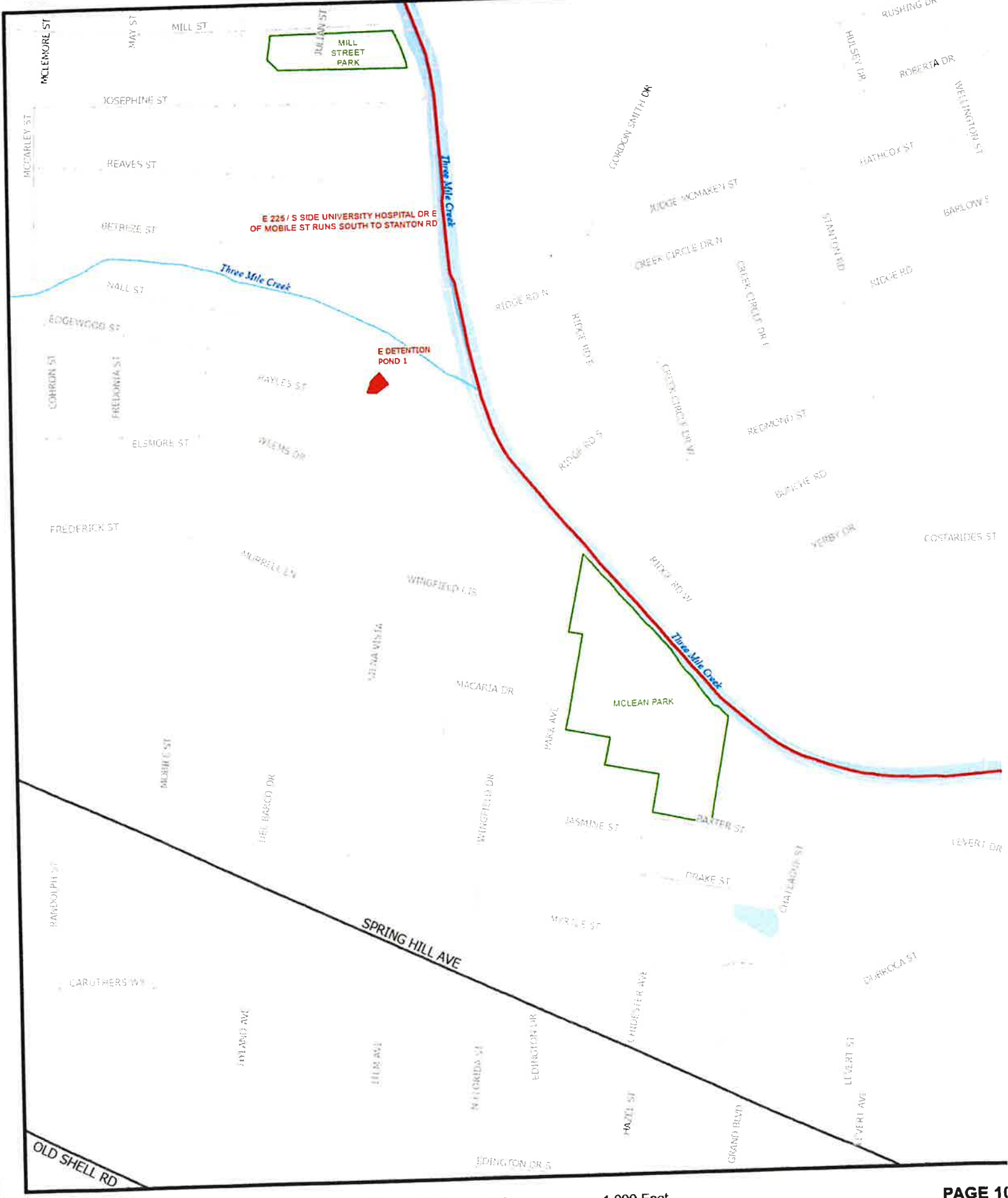
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HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

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Date: 2/27/2025



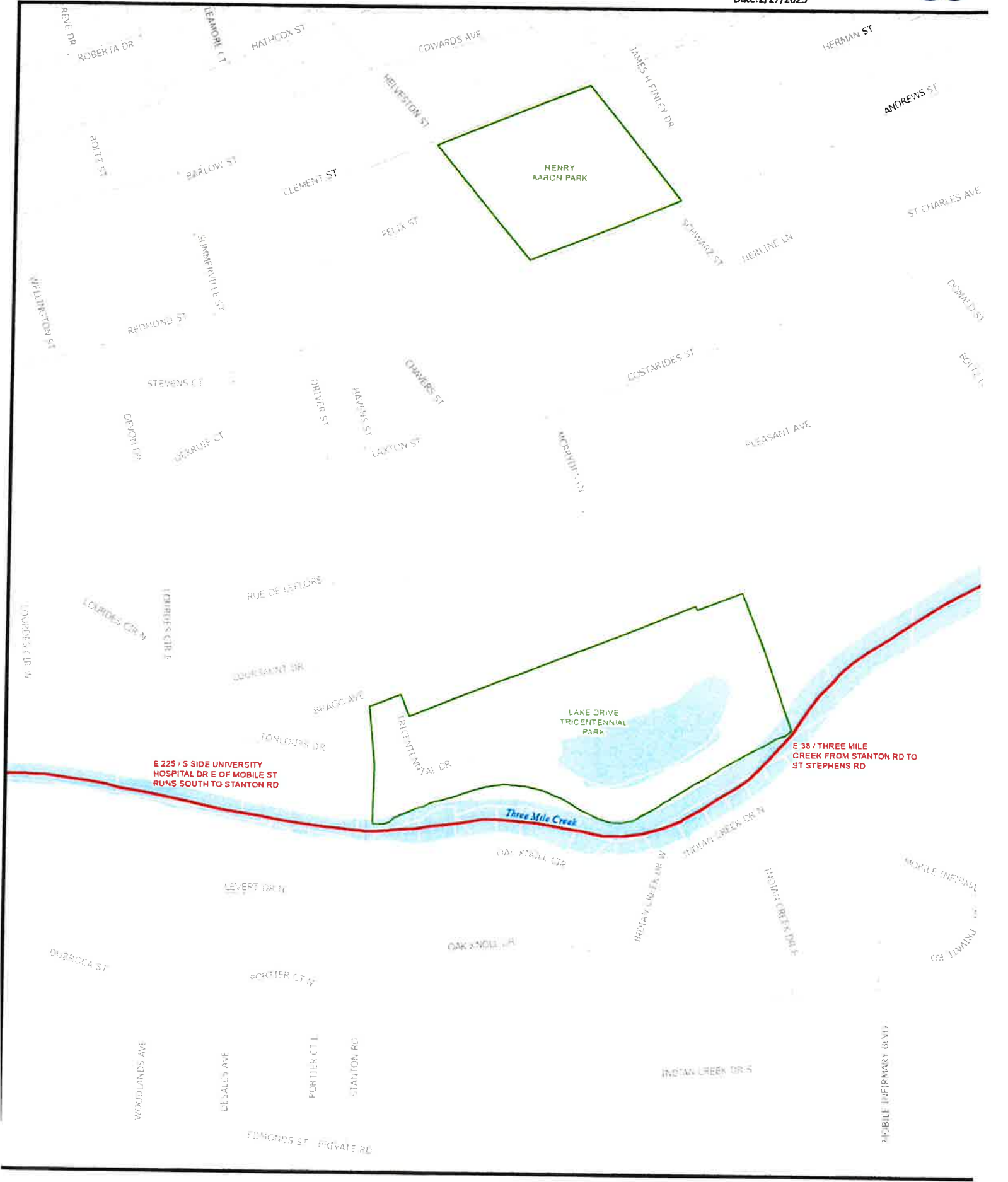
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HERBICIDE SPRAY
DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

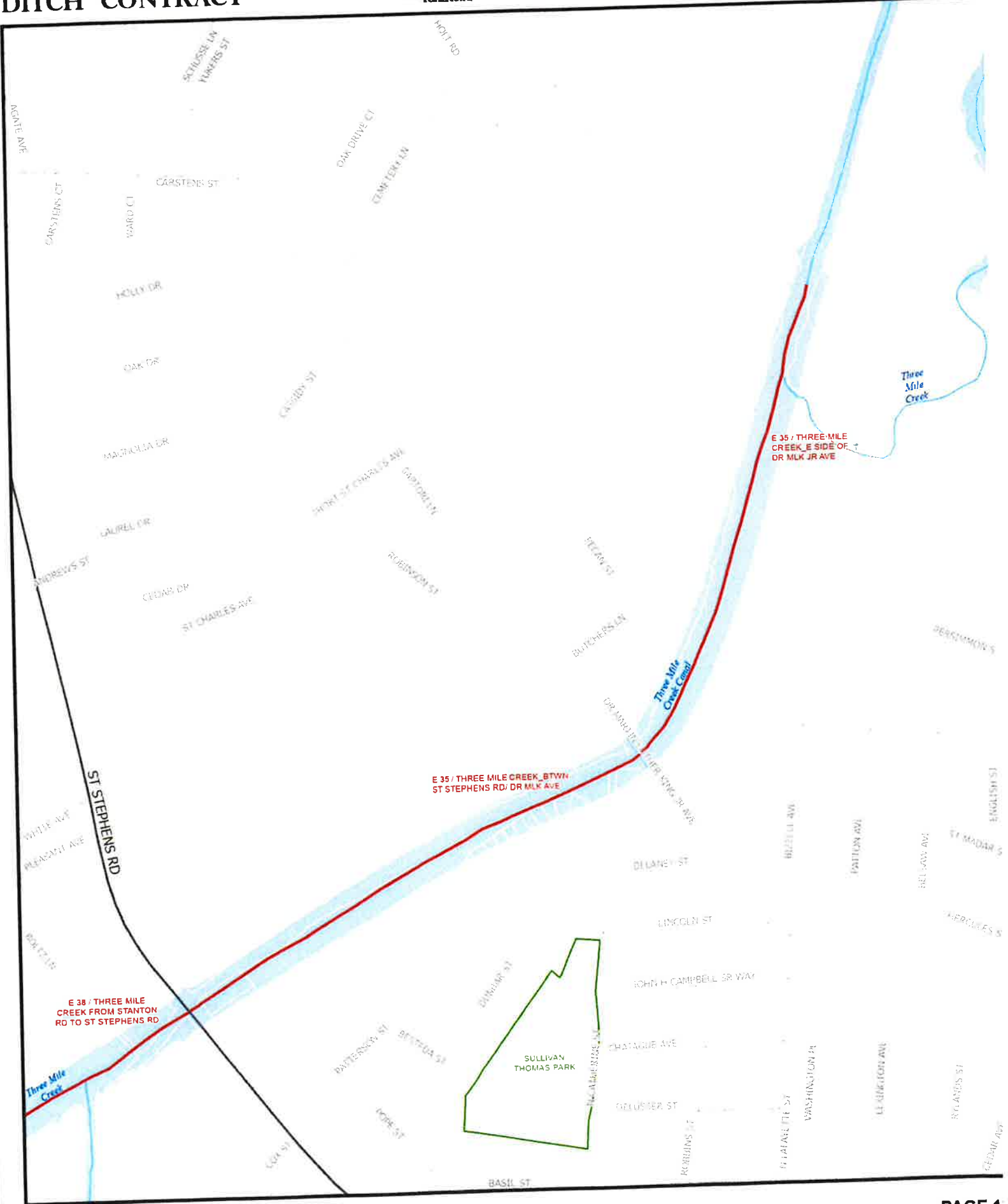
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

Date: 2/27/2025



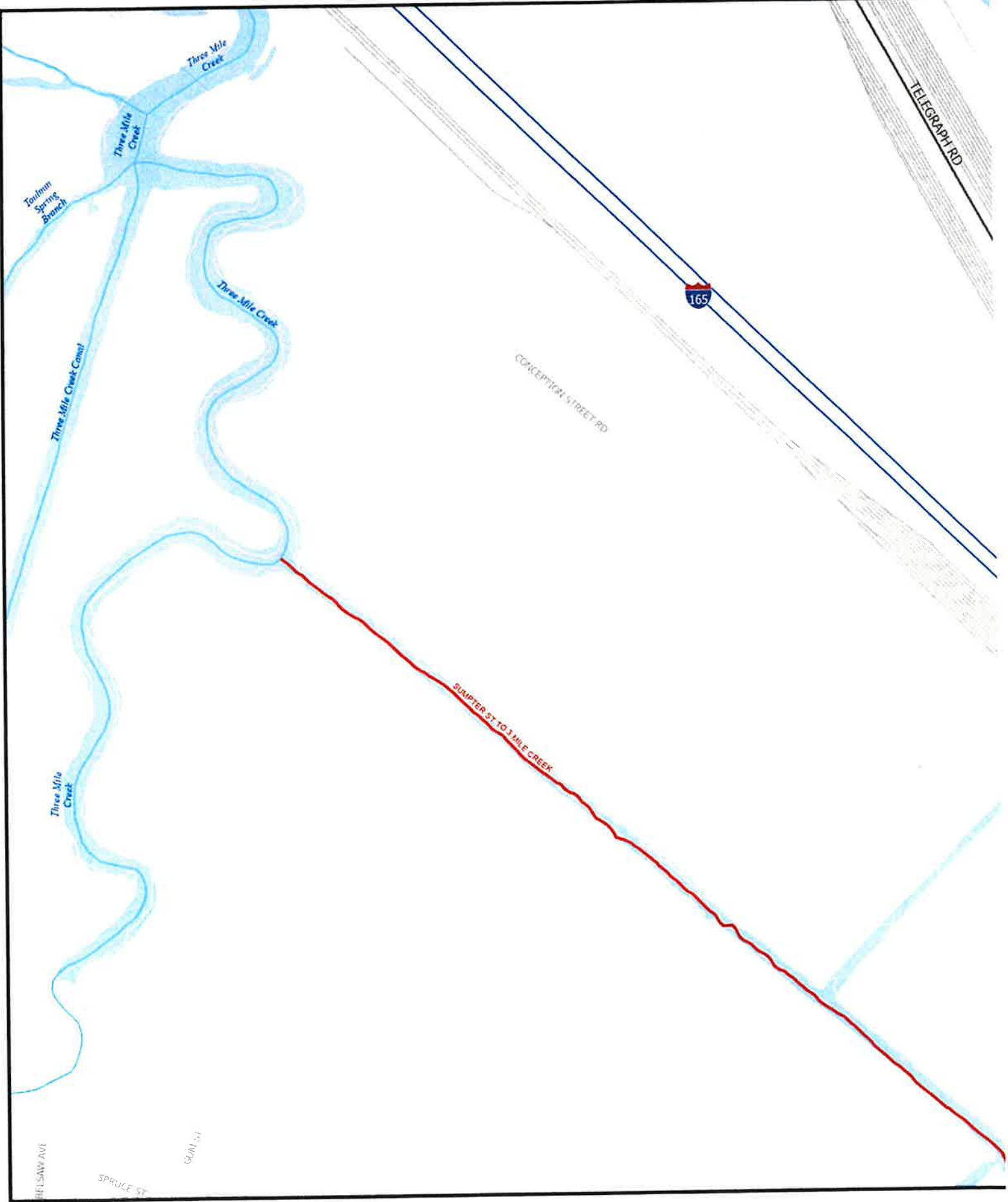
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0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Parks
- RailRoad
- Contract Ditches
- Contract Detention Ponds

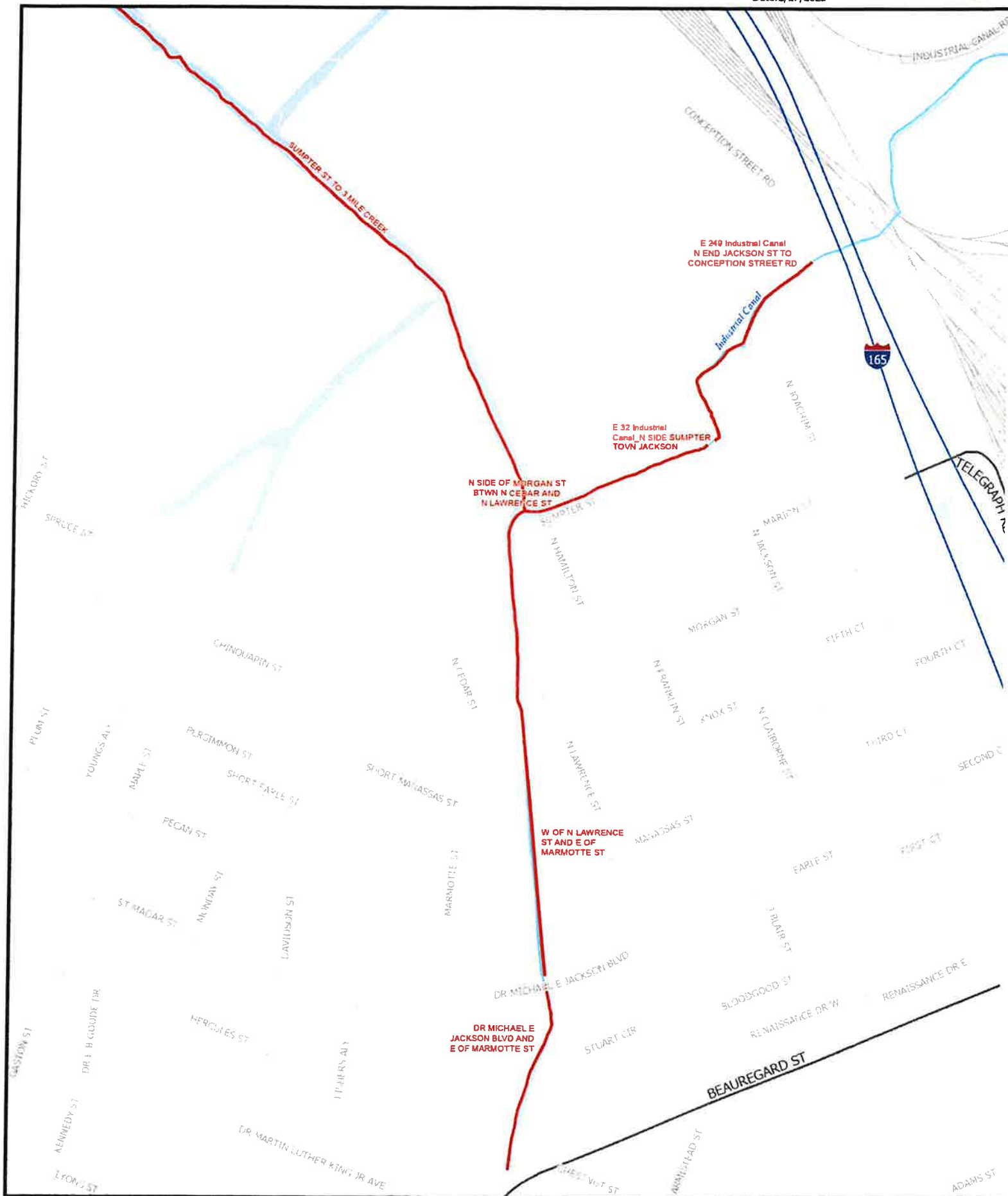
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Date:2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- - - Rail Road

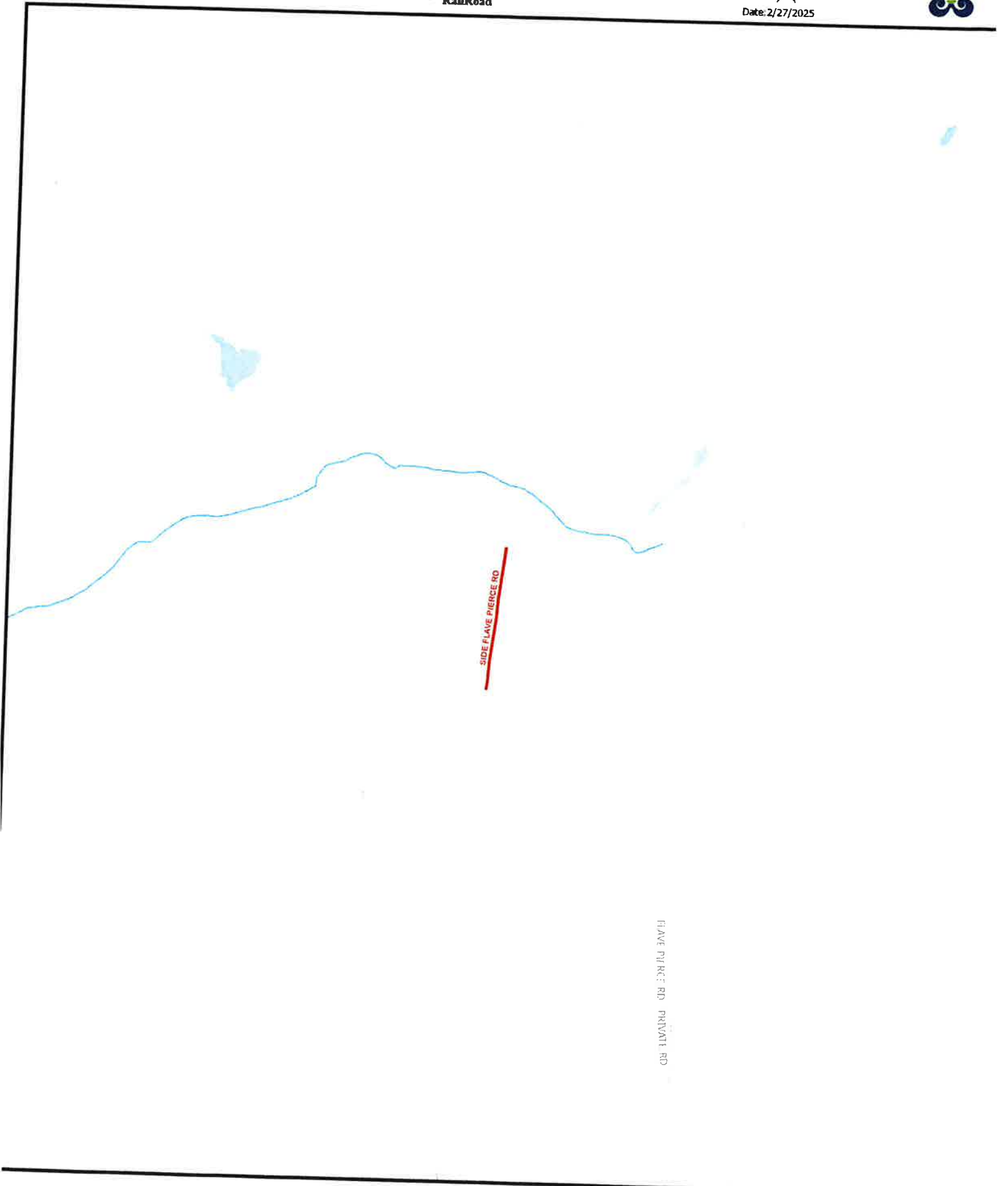
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

Parcels
Parks
RailRoad
Contract Ditches
Contract Detention Ponds

N
Date: 2/27/2025



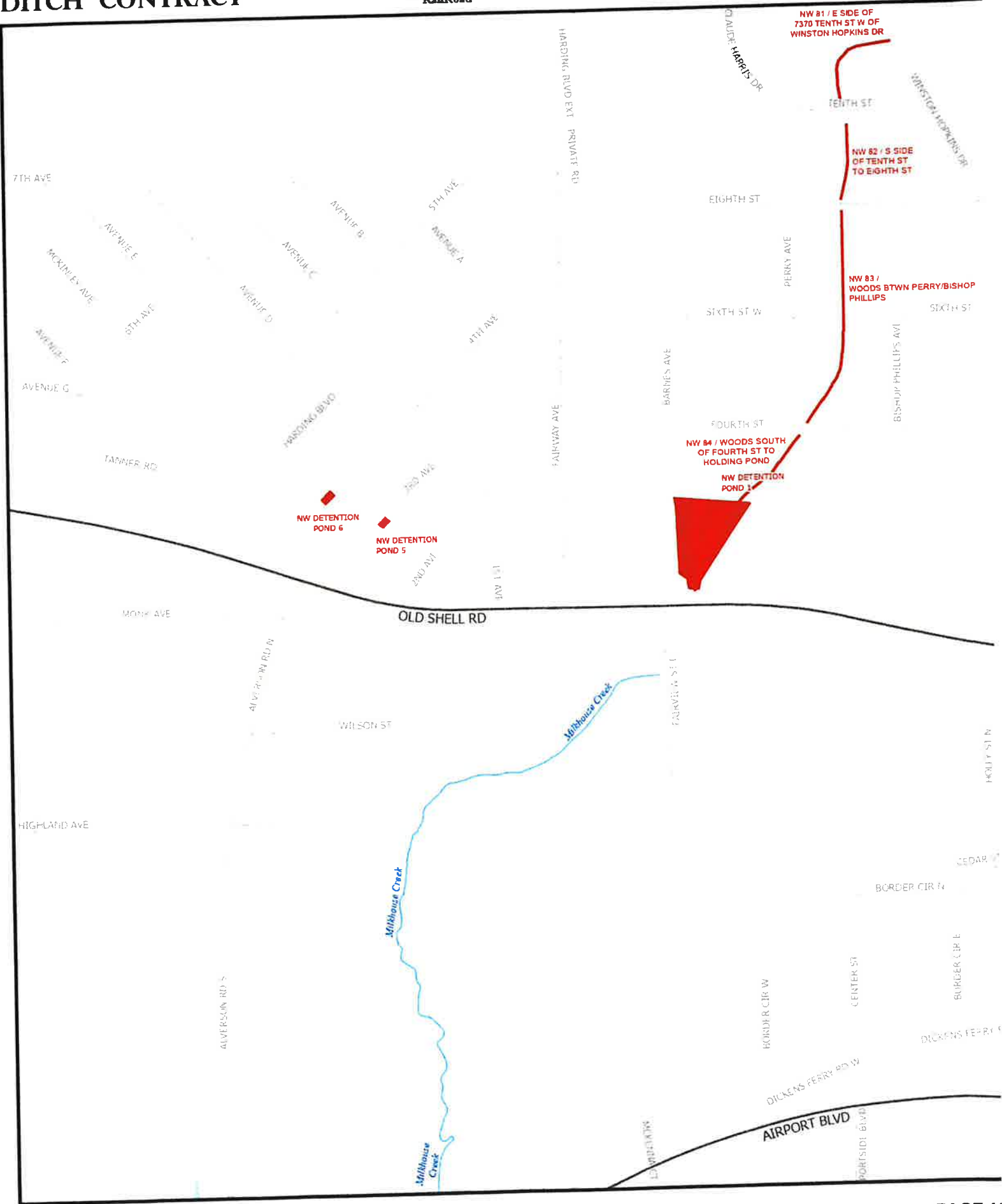
FLAME PIERCE RD PRIVATE RD

3,000 0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

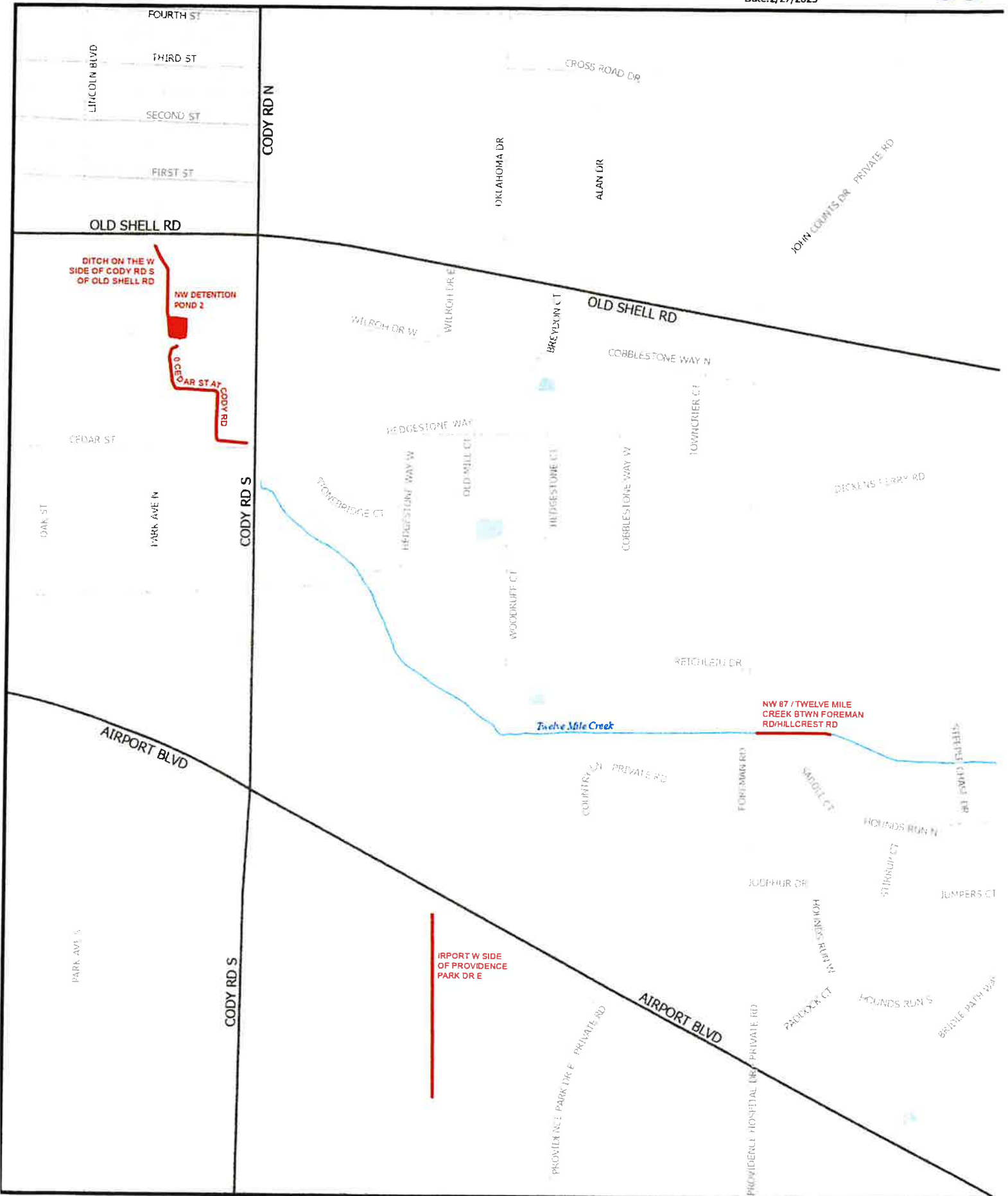
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

— Water — Stream
 Parcels — Contract Ditches
 Parks Contract Detention Ponds
— Railroad

N
 Date: 2/27/2025

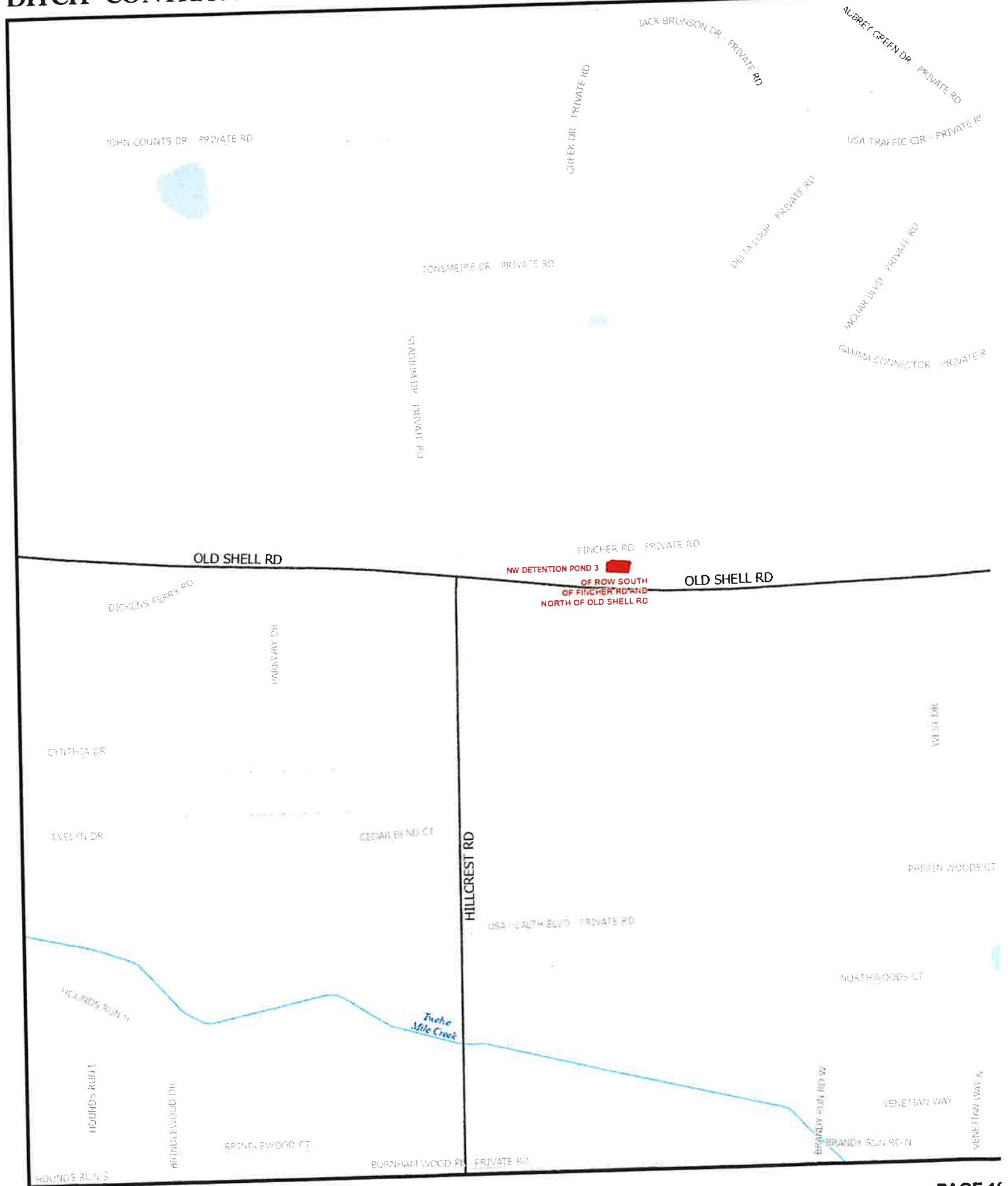


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HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

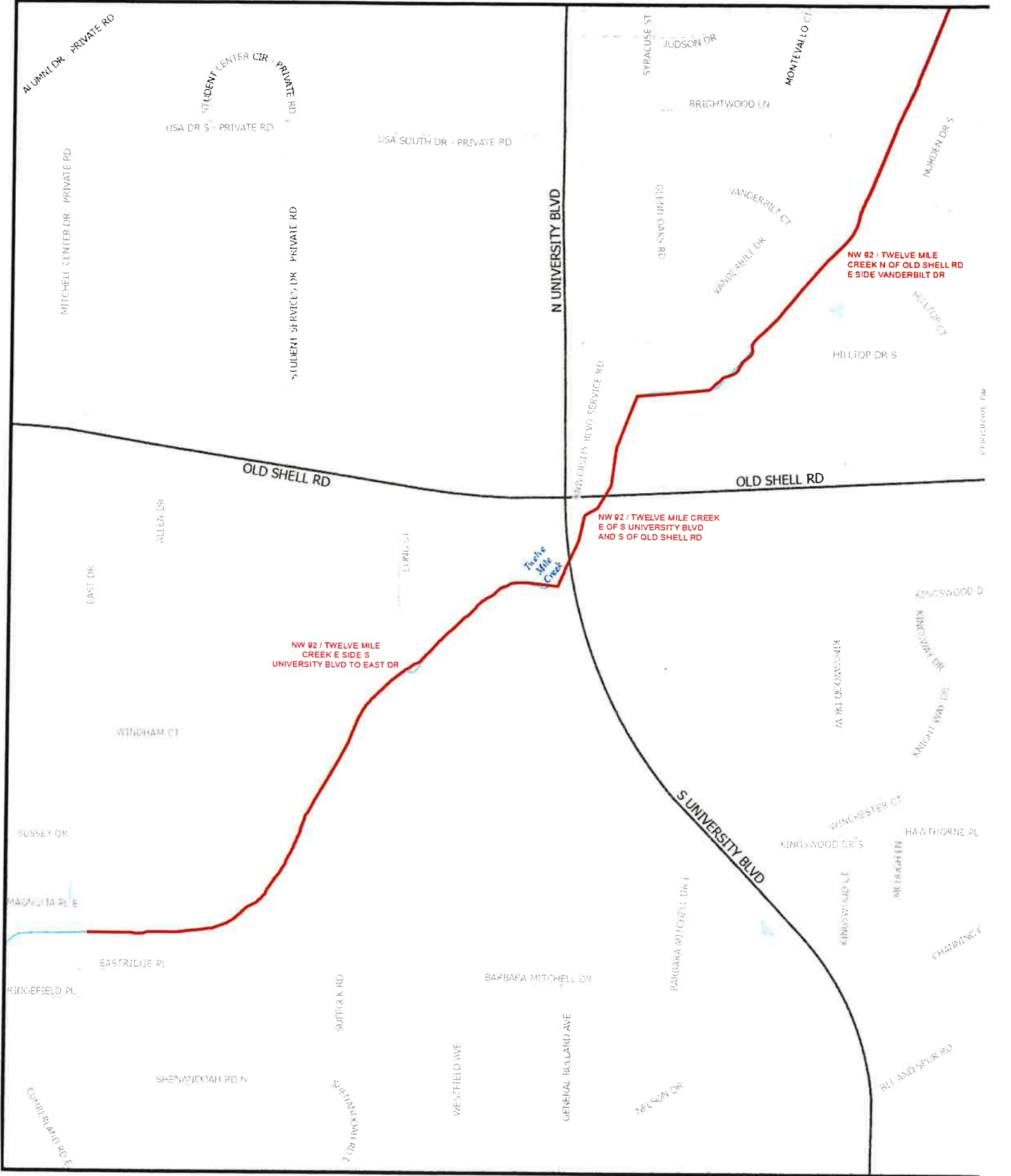
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HERBICIDE SPRAY
DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

Date: 2/27/2025



1:6,000 0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

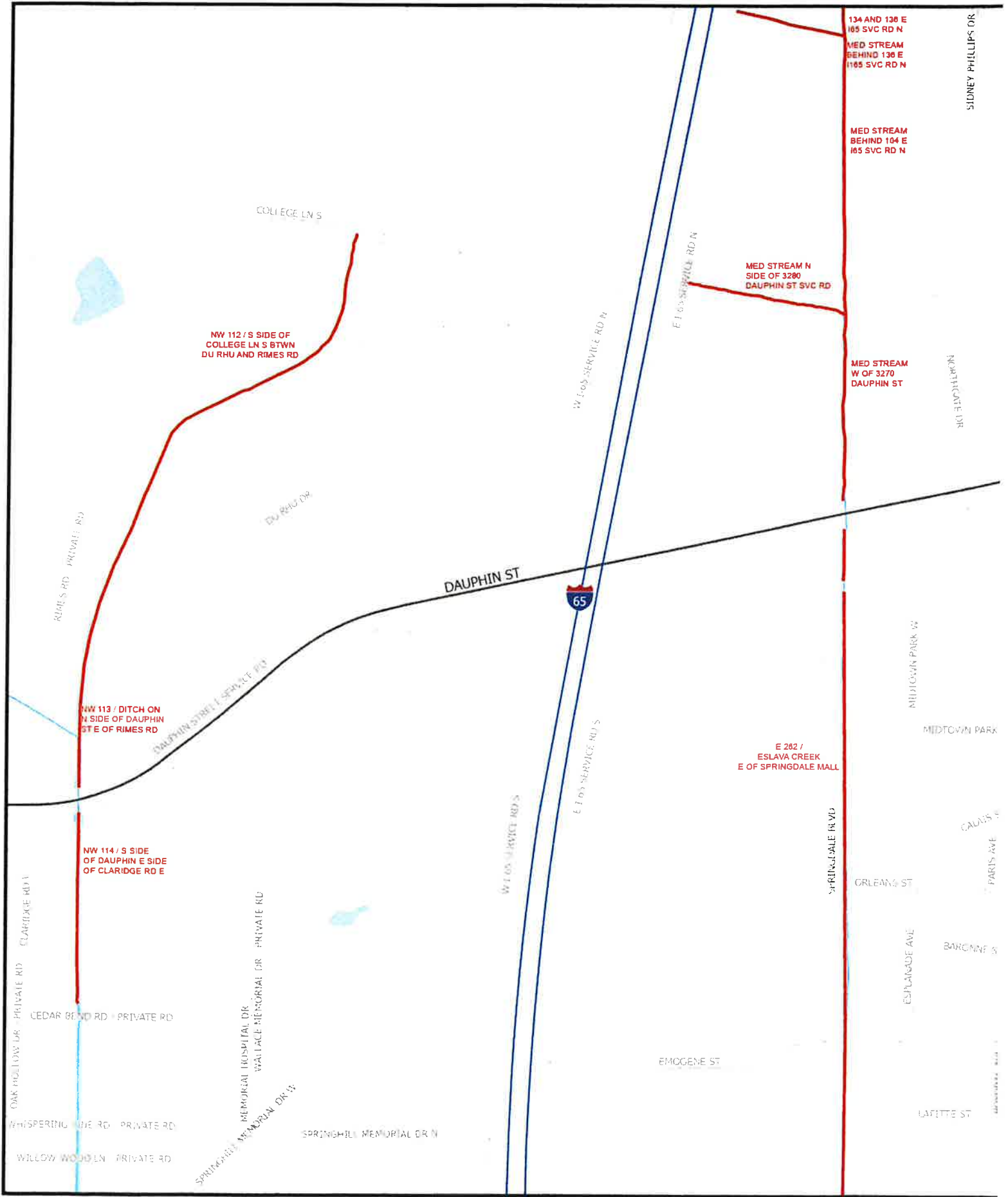
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

Water Stream
Parcels Contract Ditches
Parks Contract Detention Ponds
RailRoad

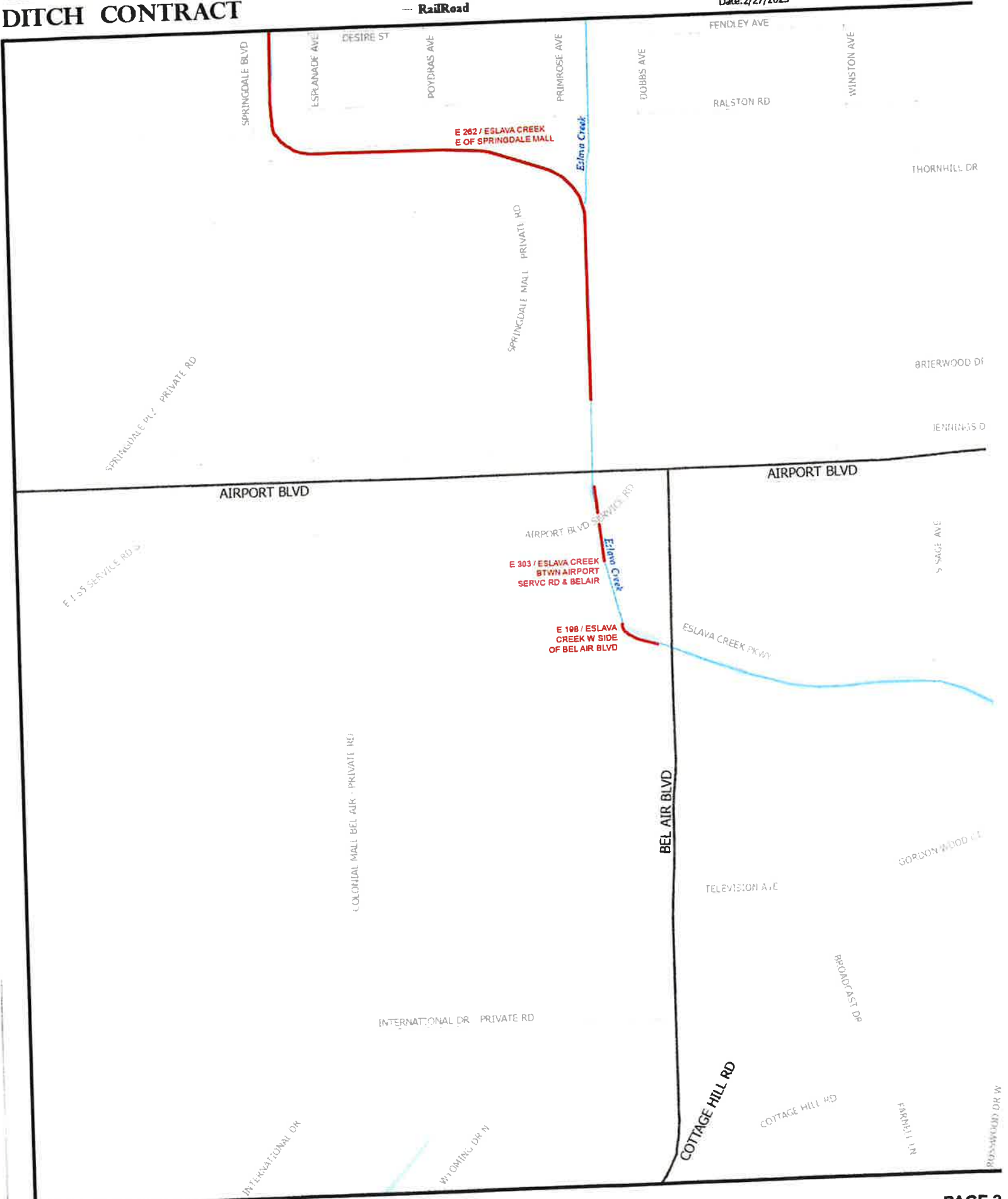
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- Rail/Road
- Stream
- Contract Ditches
- Contract Detention Ponds

N
Date: 2/27/2025



0 250 500 1,000 Feet

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HERBICIDE SPRAY DITCH CONTRACT

Water — Stream
 Parcels — Contract Ditches
 Parks — Contract Detention Ponds
 RailRoad

N
 Date: 2/27/2025



Woodcock
 Branch

E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL

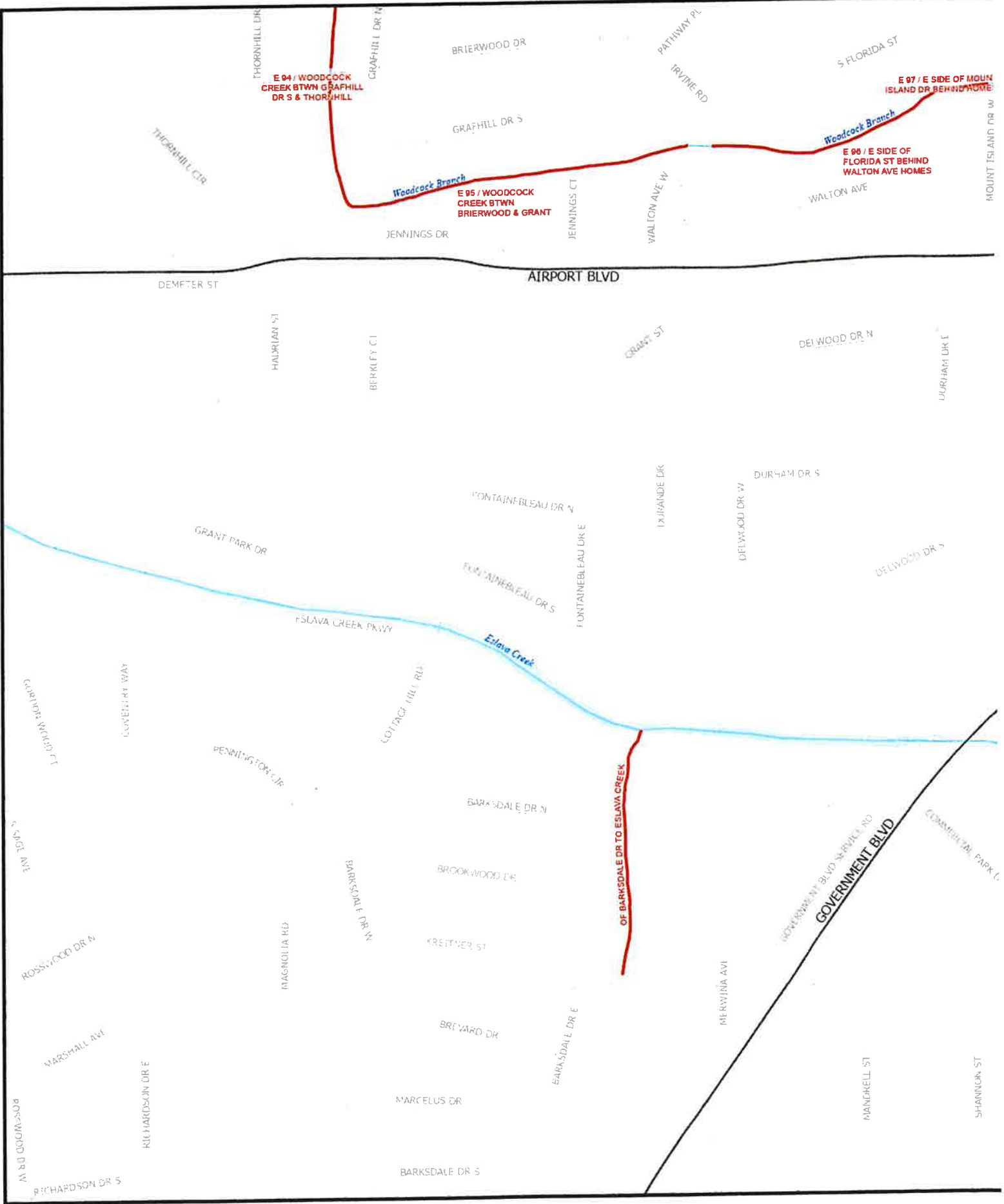
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0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

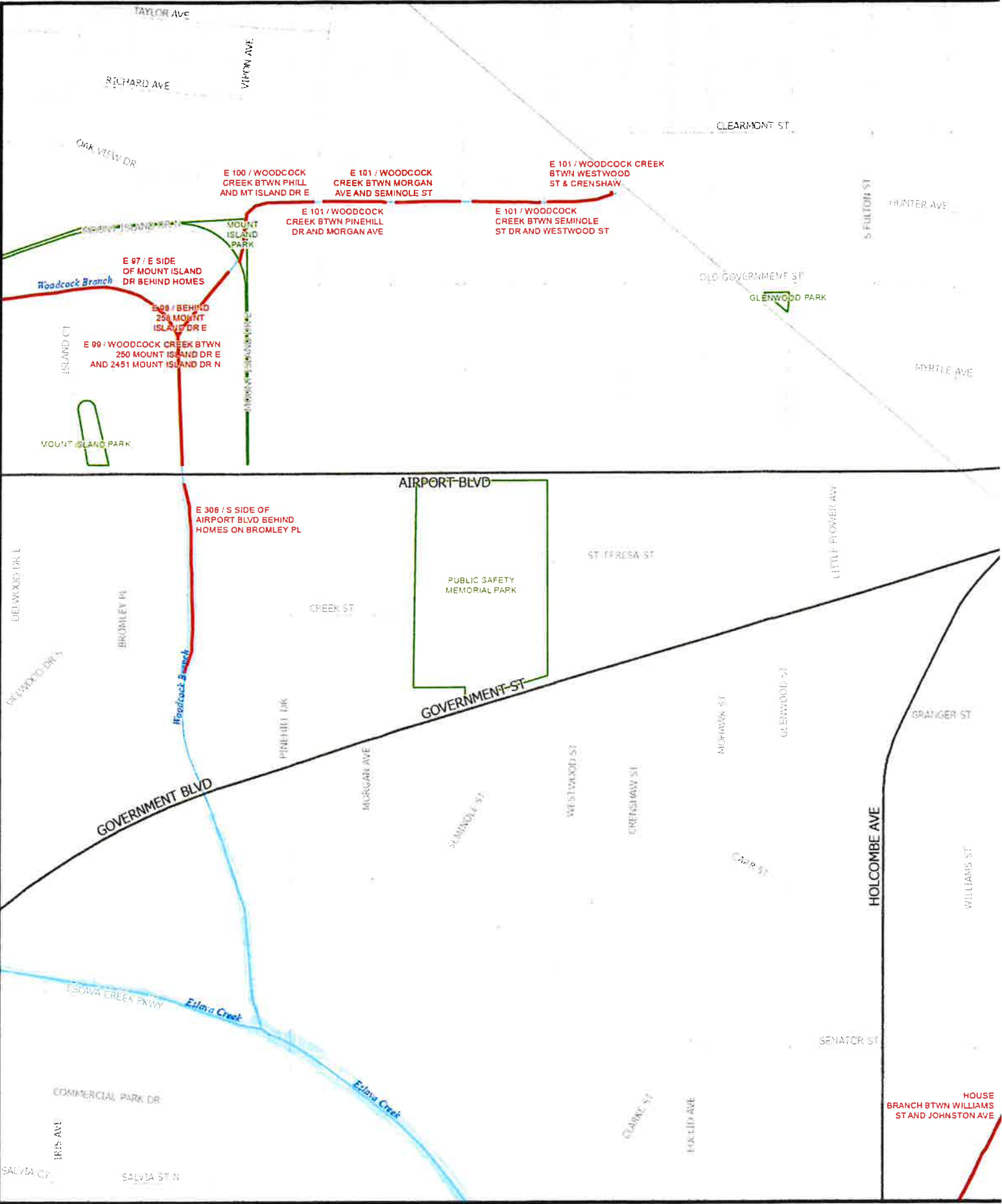
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Date: 2/27/2025



HERBICIDE SPRAY
DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

N
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

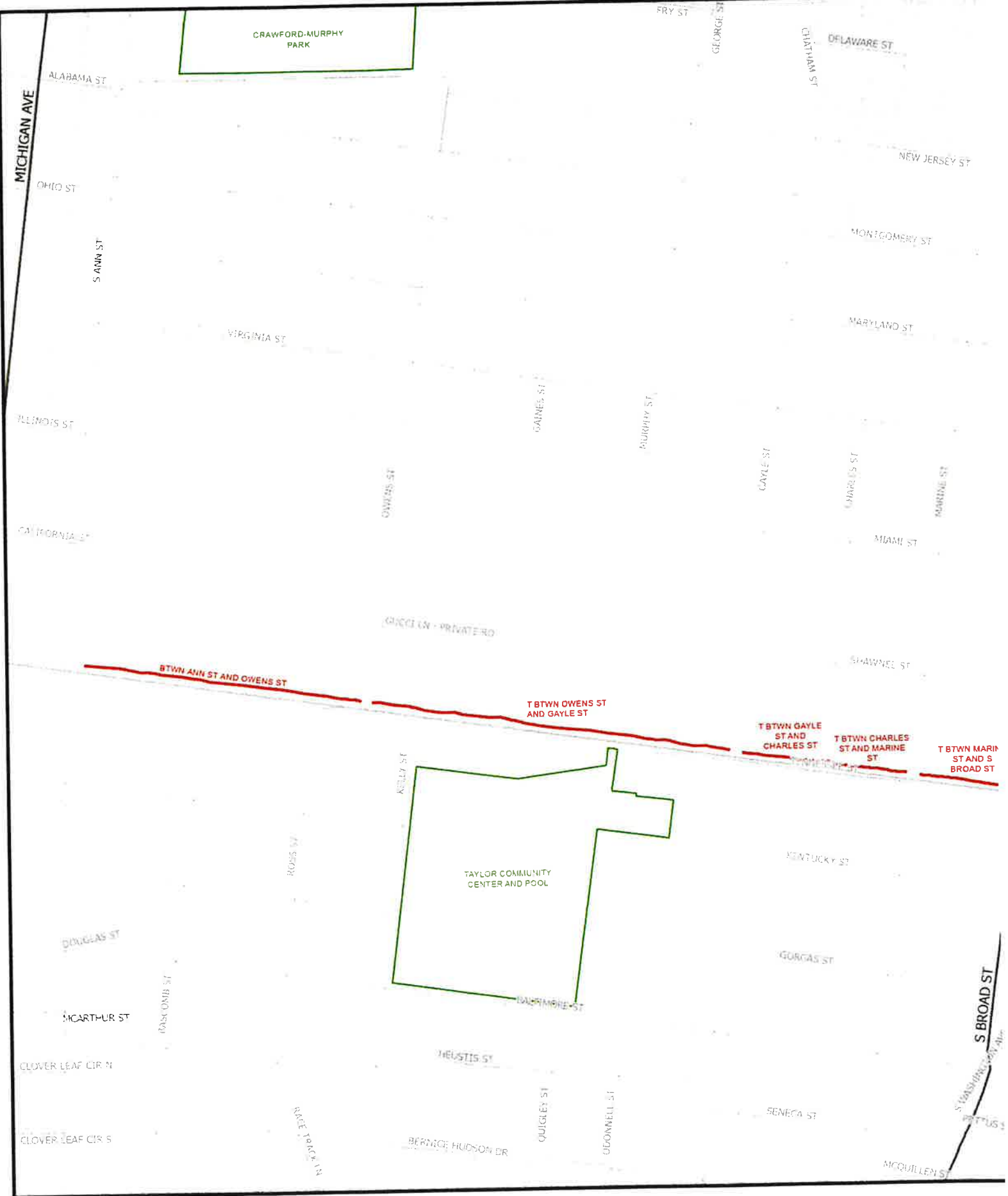
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HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

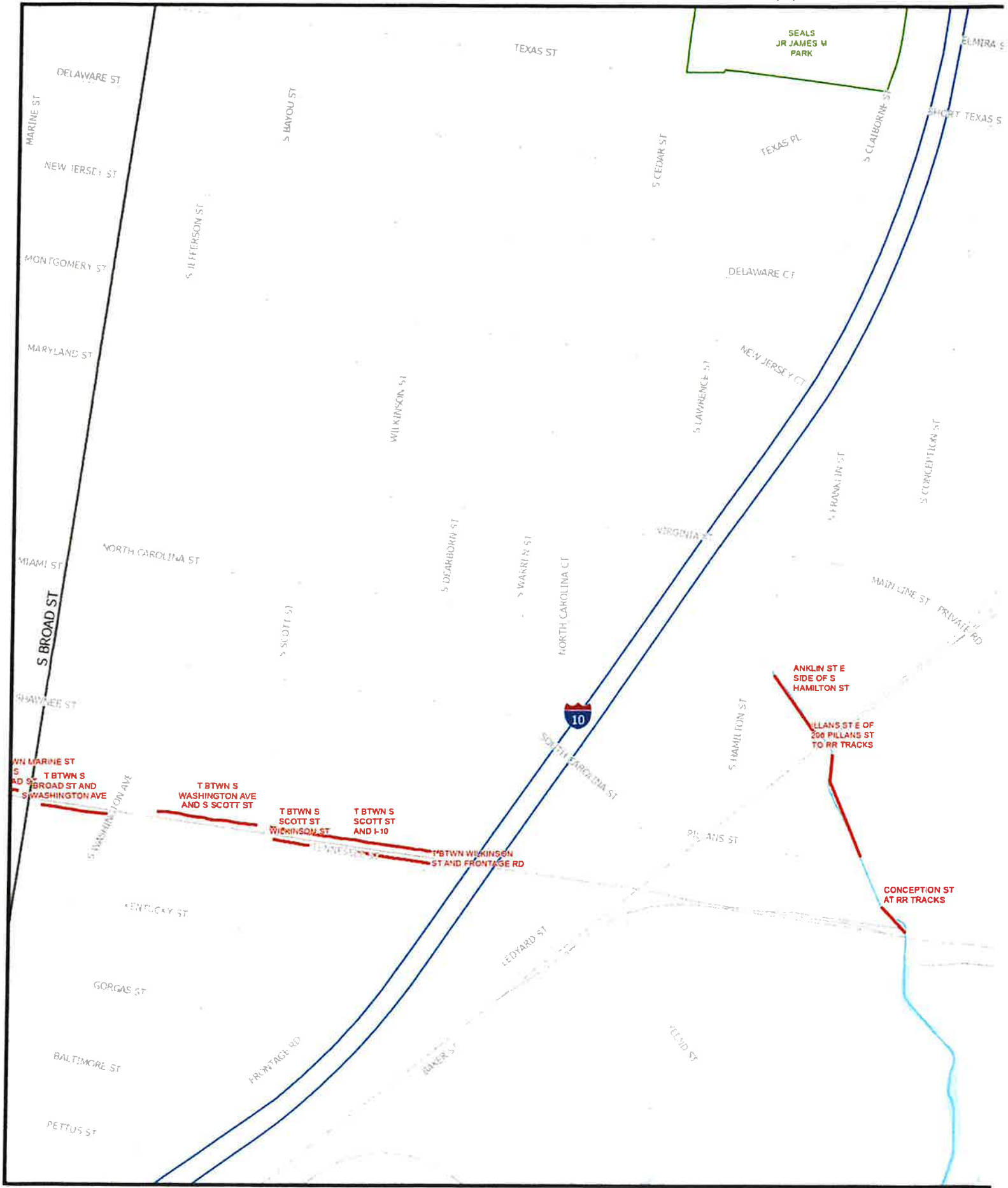
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

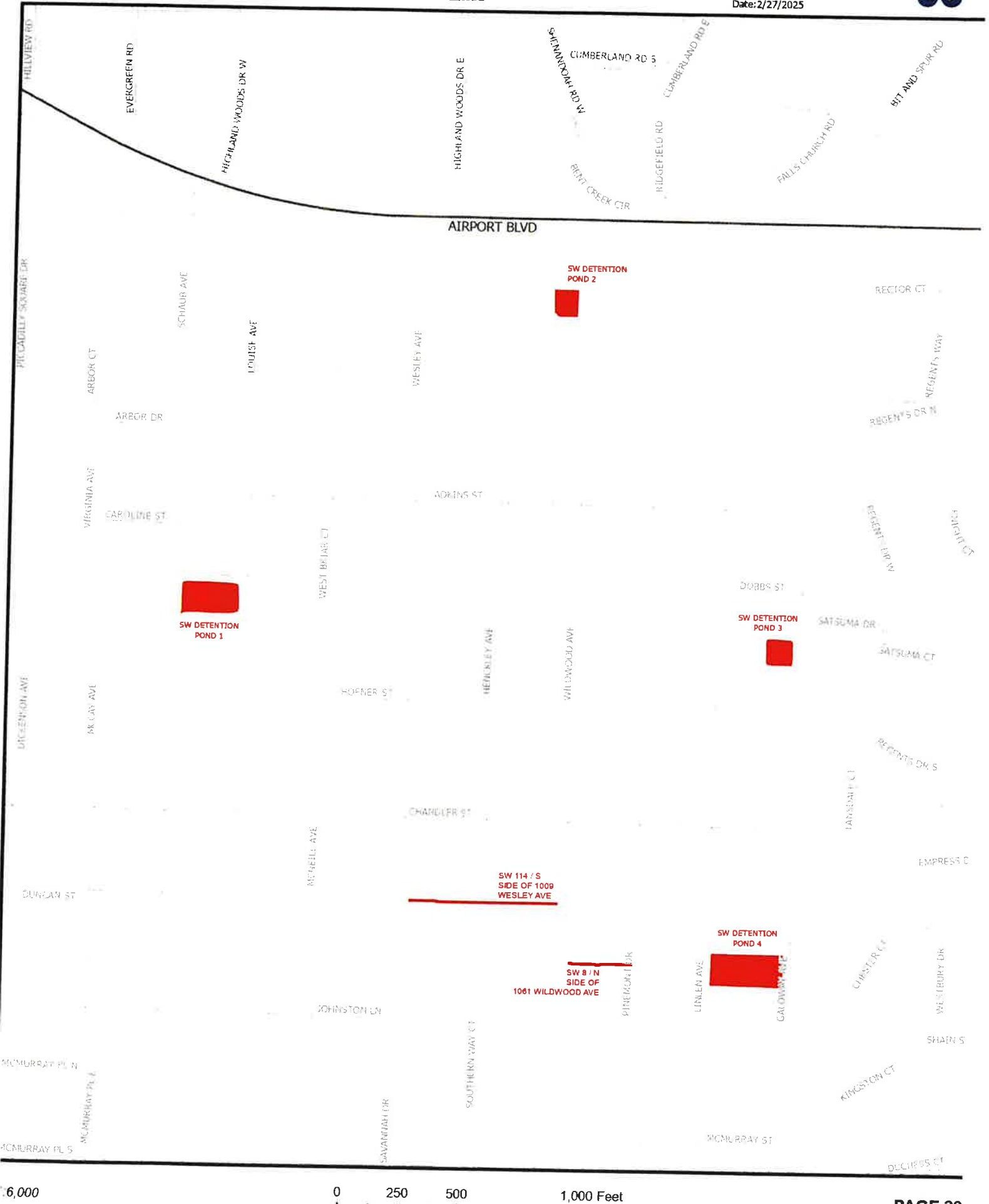
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

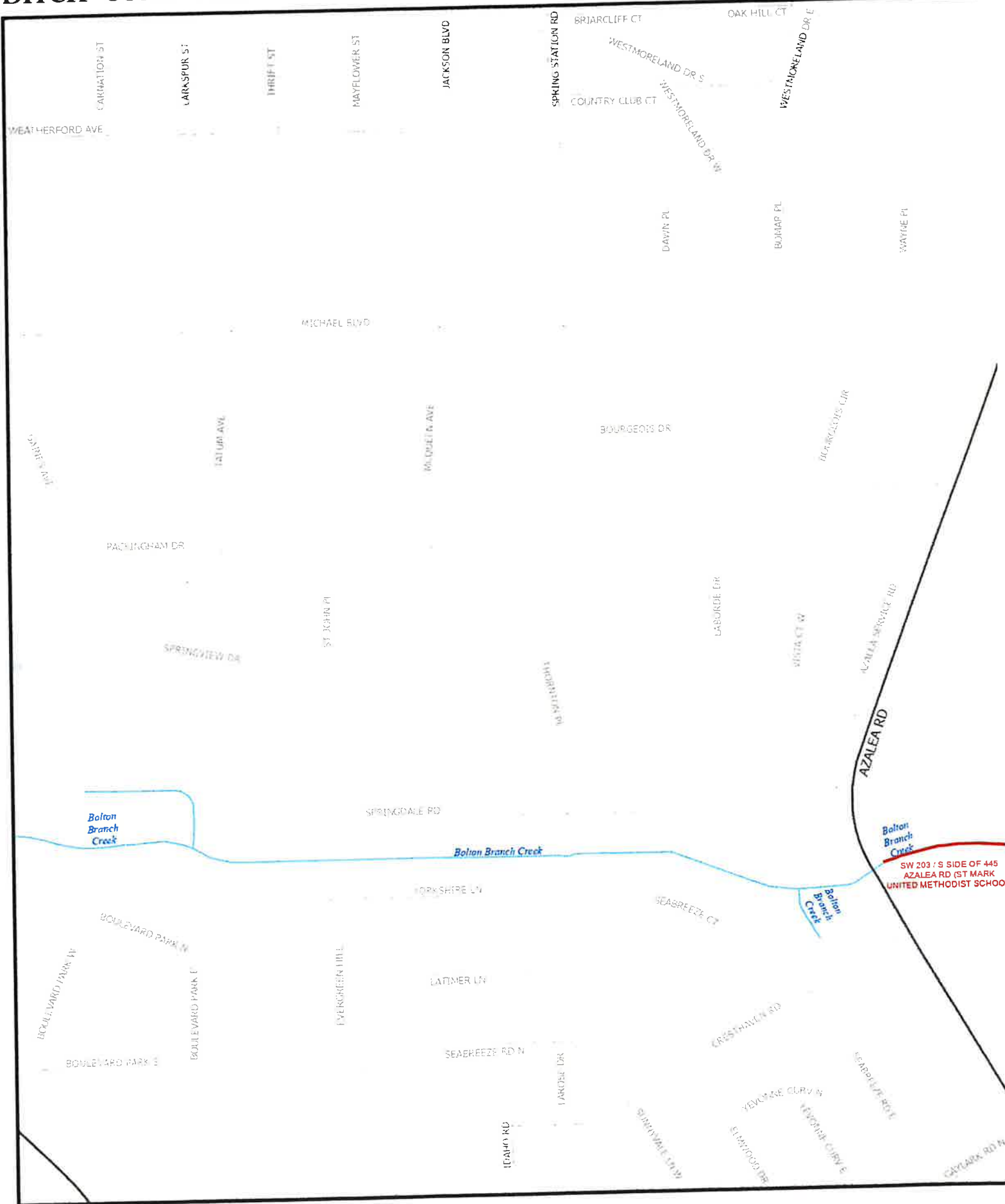
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

N
Date: 2/27/2025



1:6,000

0 250 500 1,000 Feet

HERBICIDE SPRAY
DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

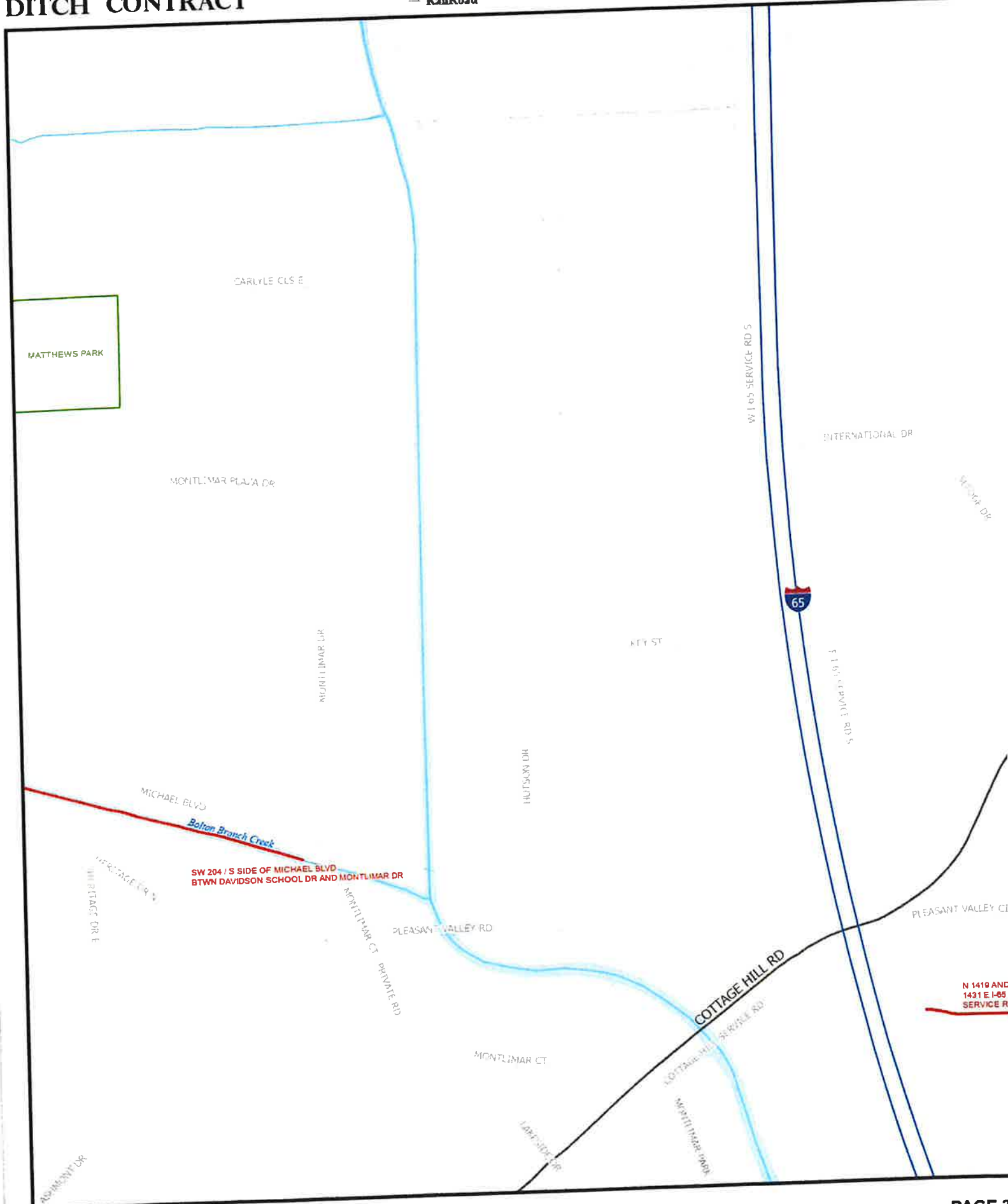
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Date:2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Contract Ditches
- Parks
- Contract Detention Ponds
- Railroad

Date: 2/27/2025

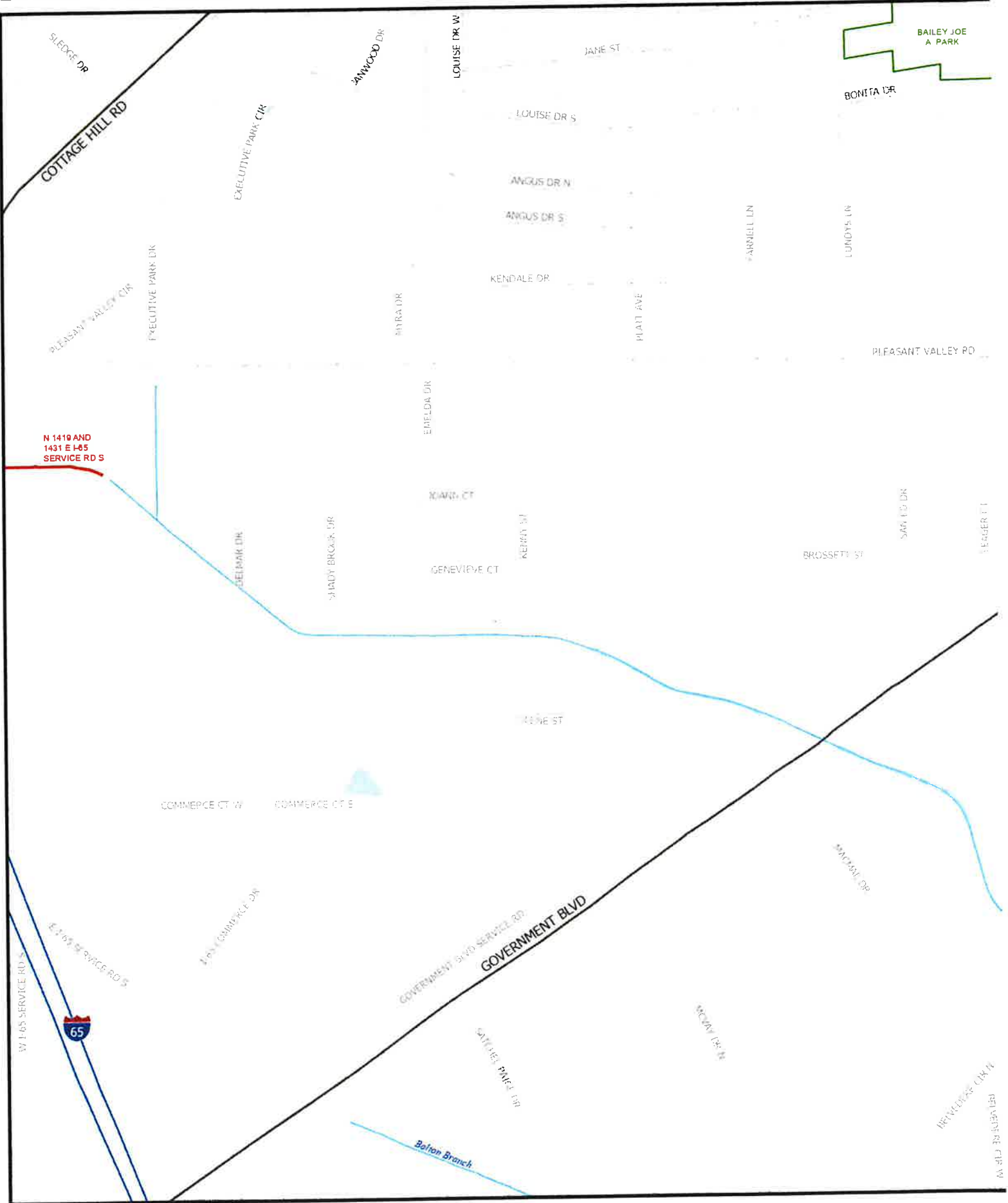


N 1419 AND
1431 E I-65
SERVICE RD

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

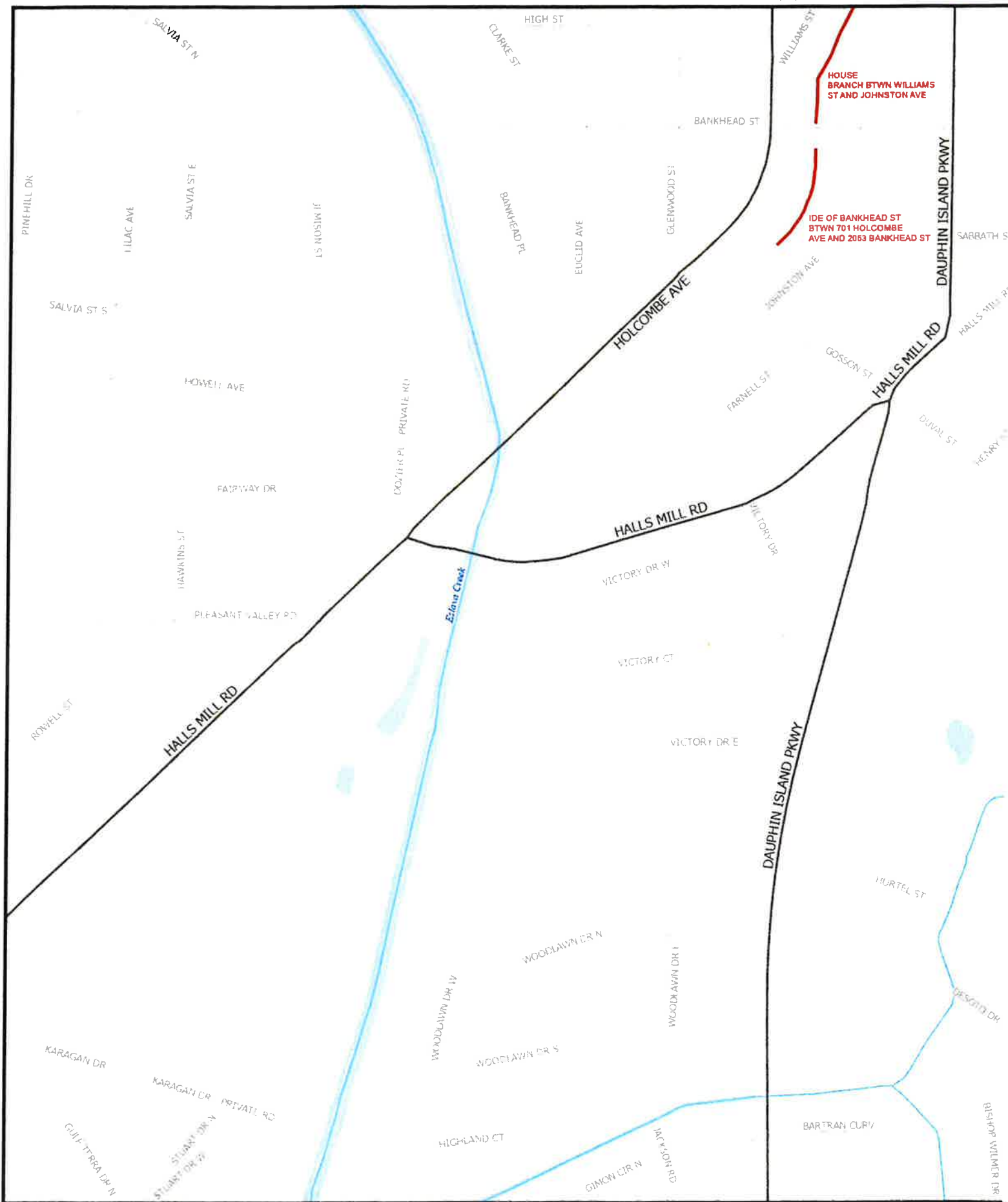
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

— Water
— Stream
 Parcels
 Parks
--- RailRoad
— Contract Ditches
 Contract Detention Ponds

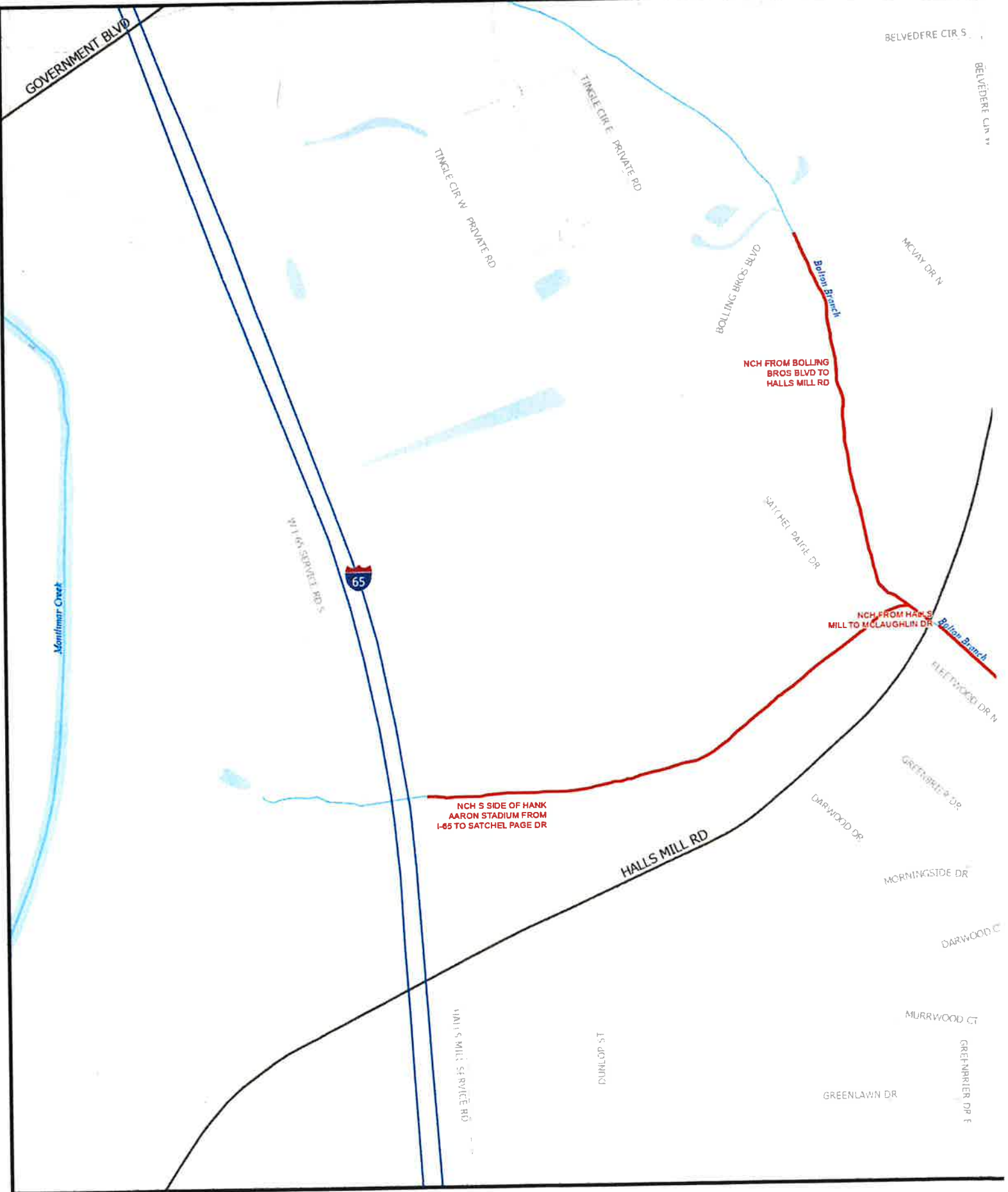
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 Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

N
Date: 2/27/2025



 Water Stream
 Parcels Contract Ditches
 Parks Contract Detention Ponds
 RailRoad

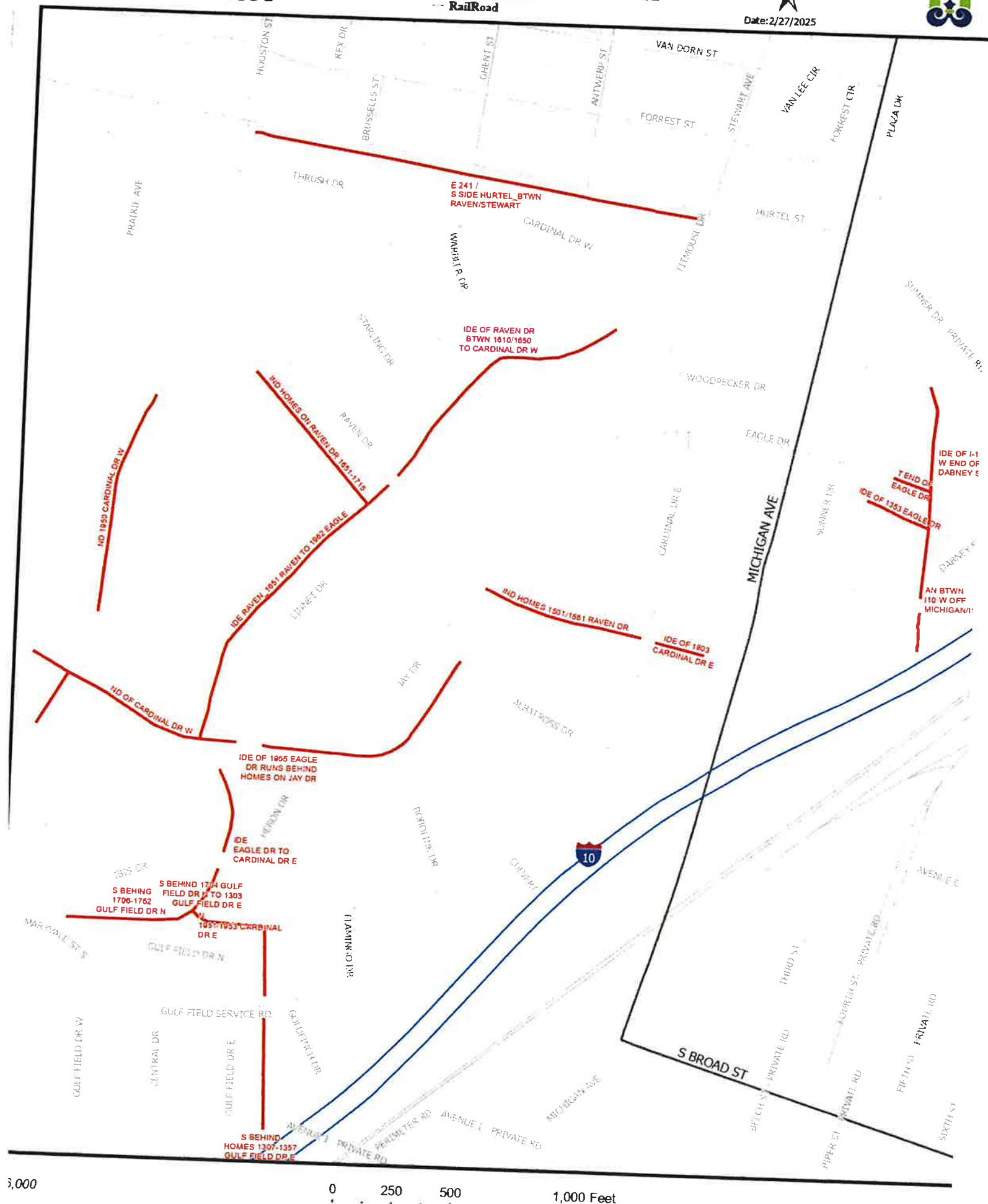


DITCH CONTRACT

Parcels — Contract Ditches
 Parks — Contract Detention Ponds
 RailRoad



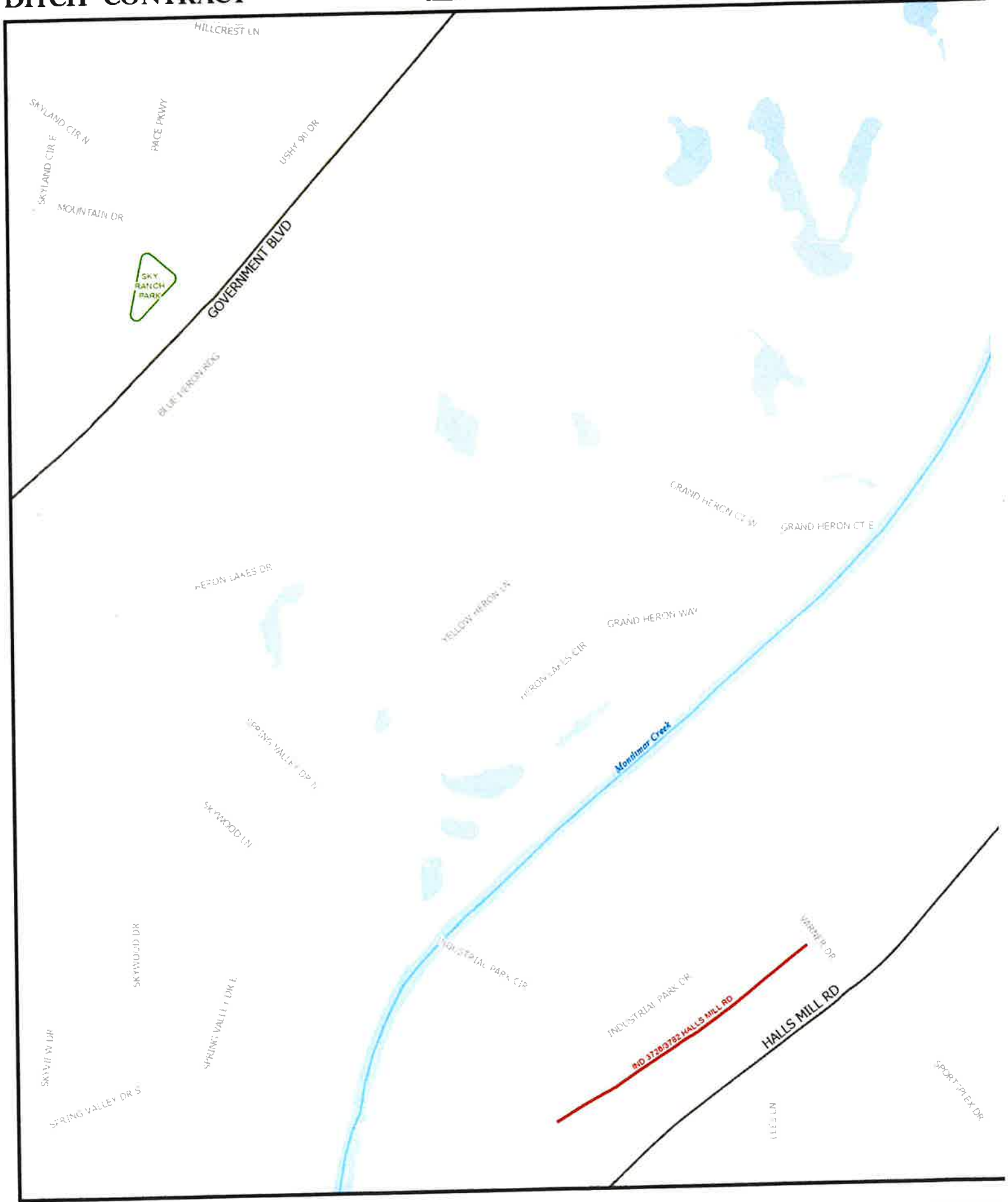
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

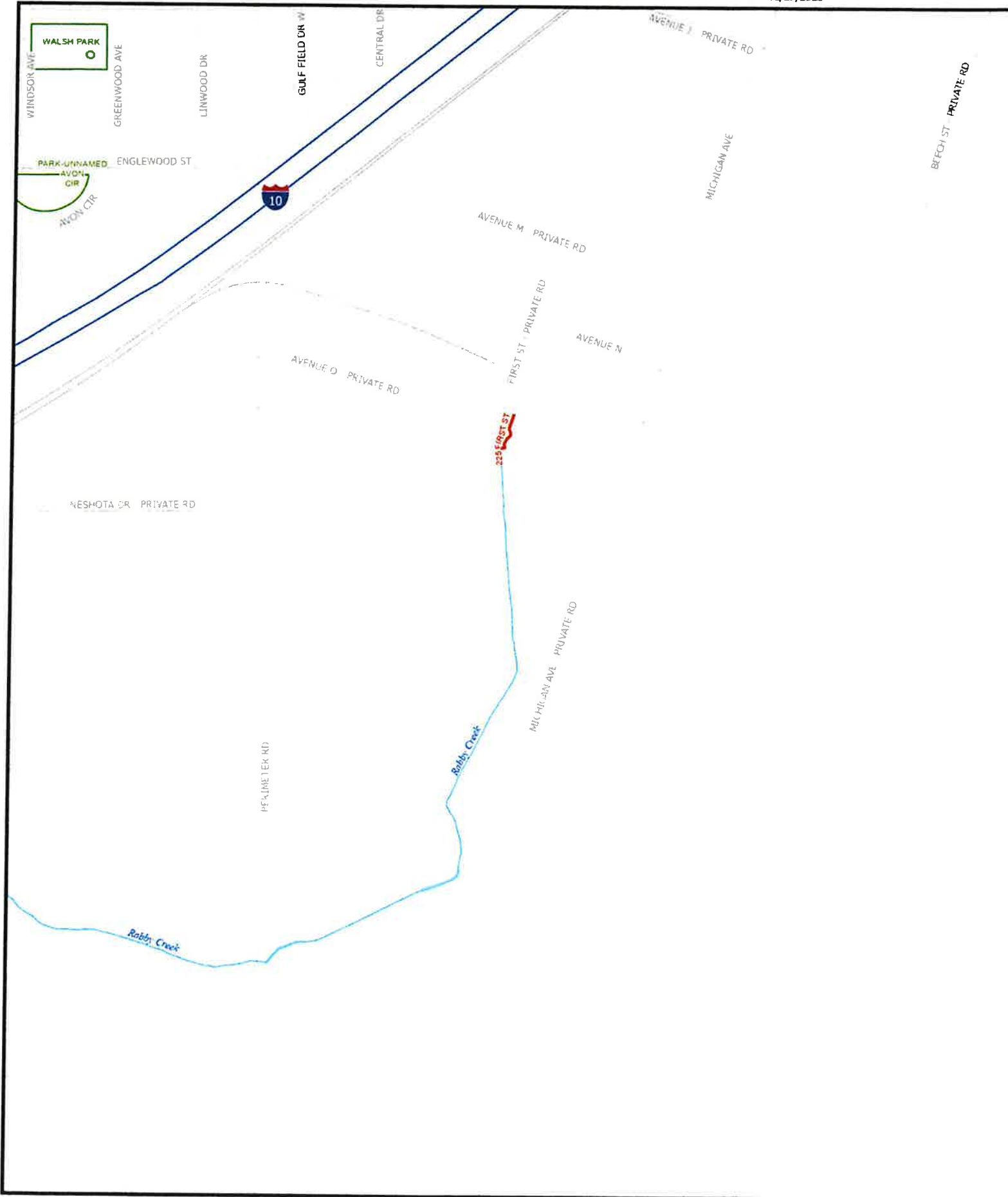
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

N
Date: 2/27/2025

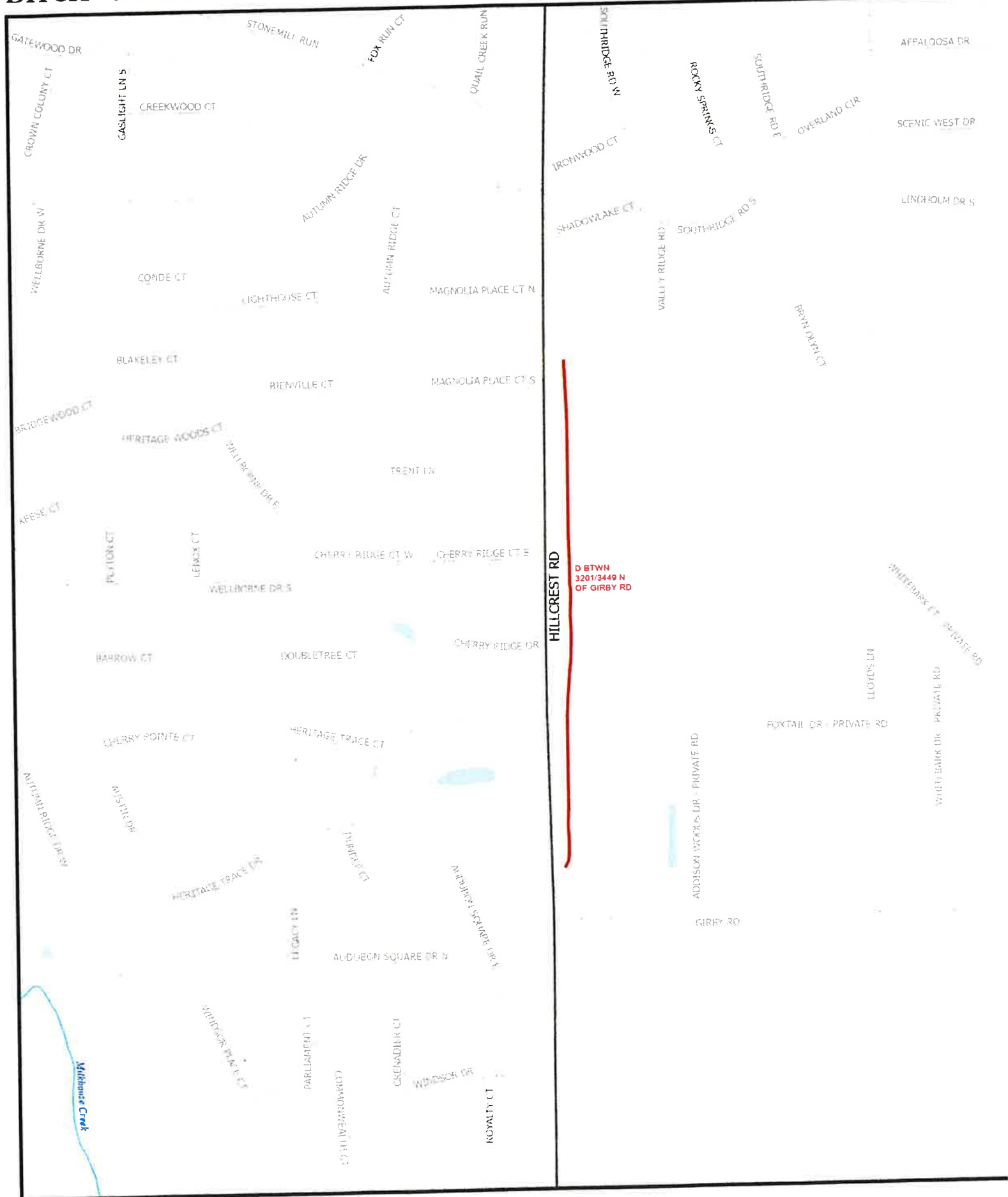


1:6,000 0 250 500 1,000 Feet

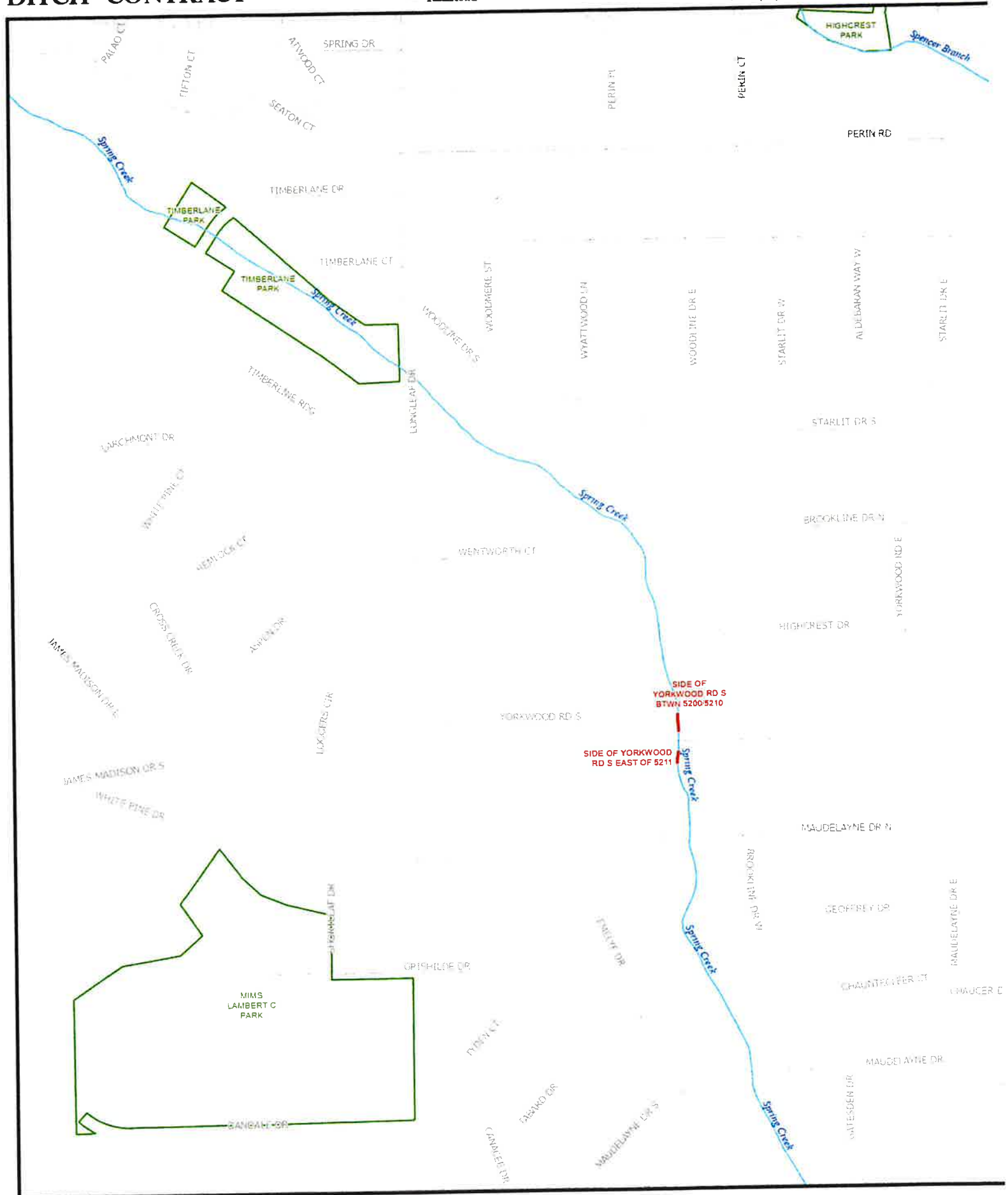
HERBICIDE SPRAY DITCH CONTRACT

— Water — Stream
— Parcels — Contract Ditches
— Parks — Contract Detention Ponds
— Rail Road

N
 Date: 2/27/2025



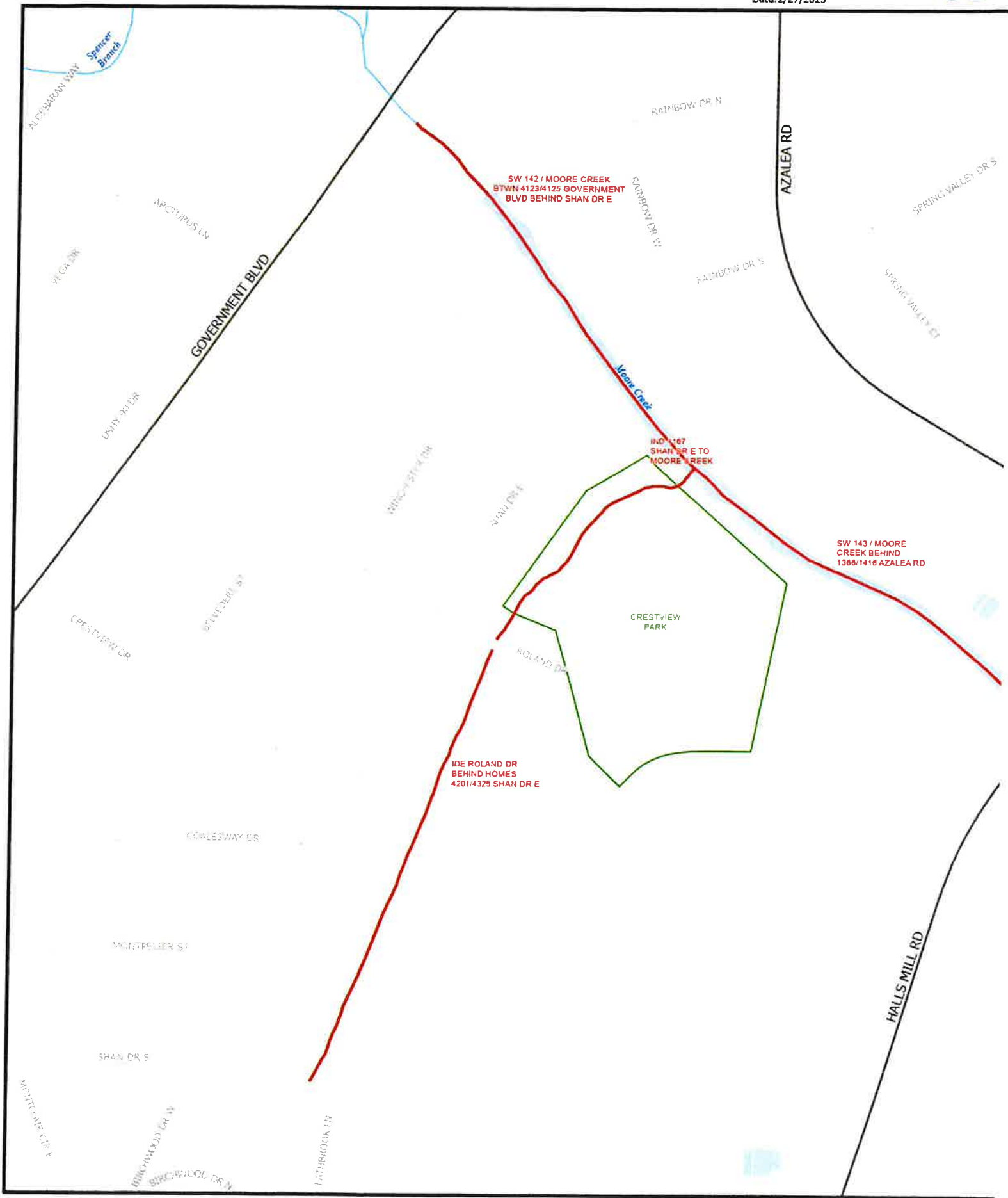
 Water Stream
 Parcels Contract Ditches
 Parks Contract Detention Ponds
 RailRoad



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Contract Ditches
- Parks
- Contract Detention Ponds
- Rail Road

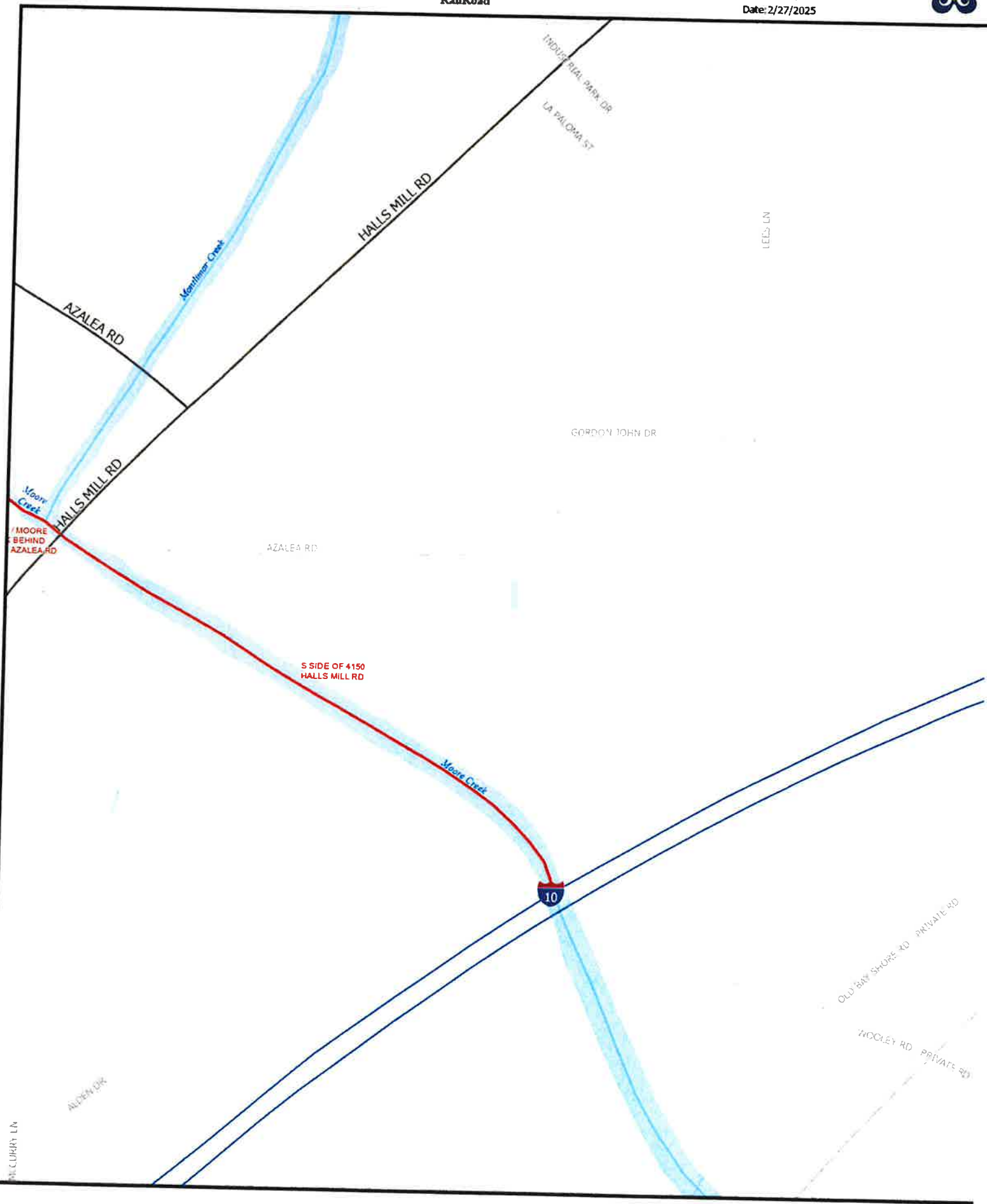
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- RailRoad

N
Date: 2/27/2025

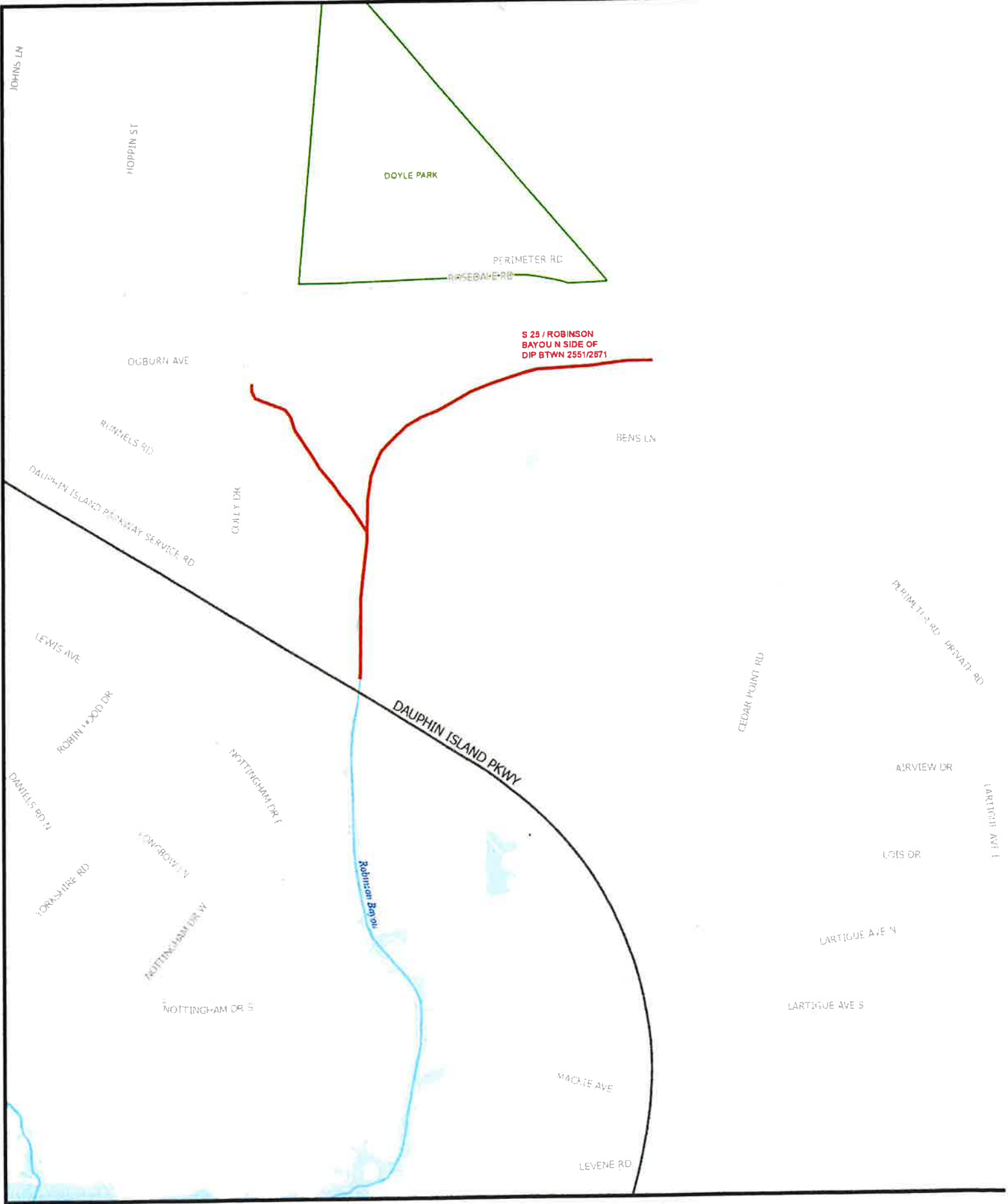


6,000 0 250 500 1,000 Feet

HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

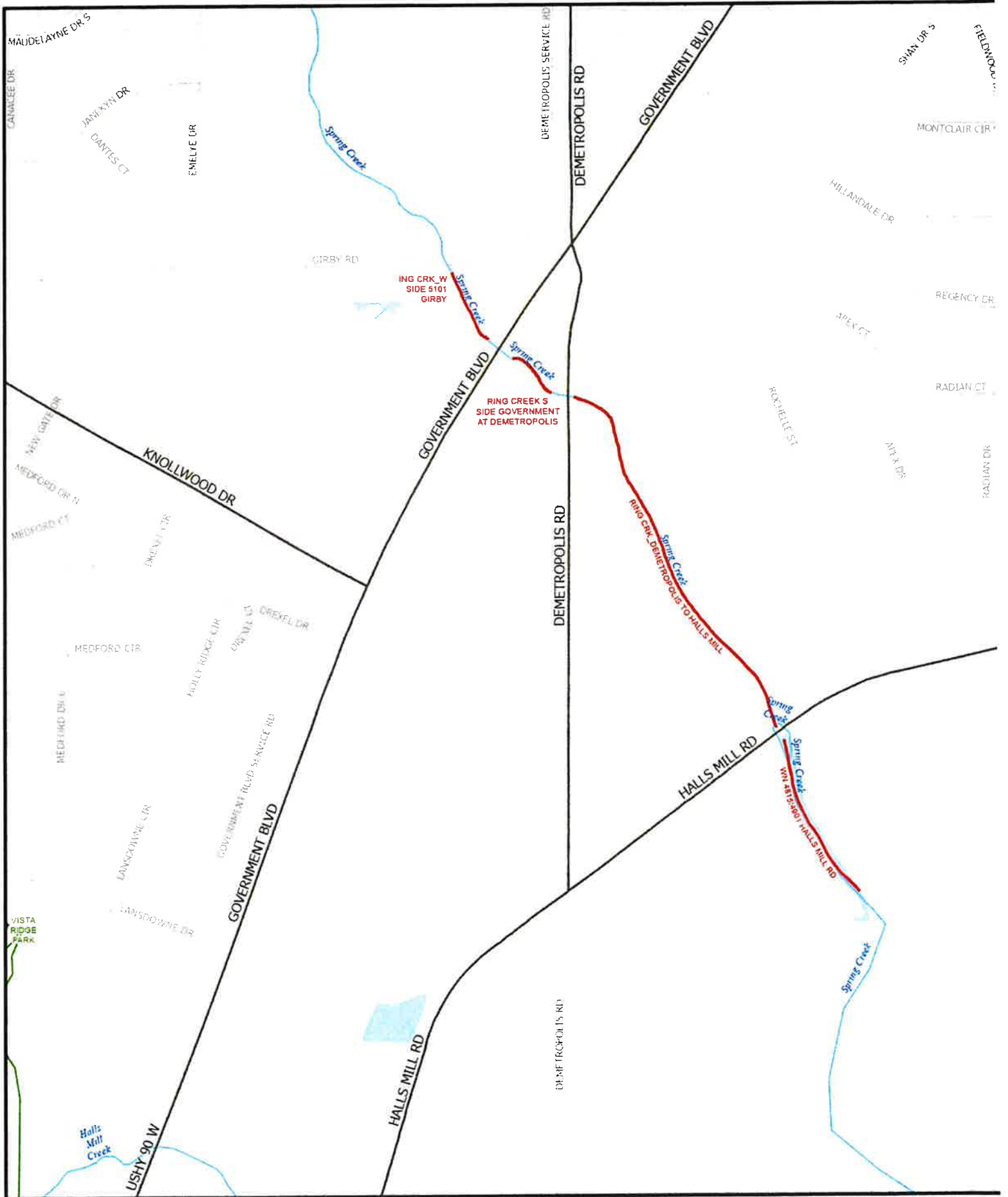
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Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Stream
- Parcels
- Contract Ditches
- Parks
- Contract Detention Ponds
- Railroad

N
Date: 2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

Water Stream
Parcels Contract Ditches
Parks Contract Detention Ponds
RailRoad

N
Date: 2/27/2025

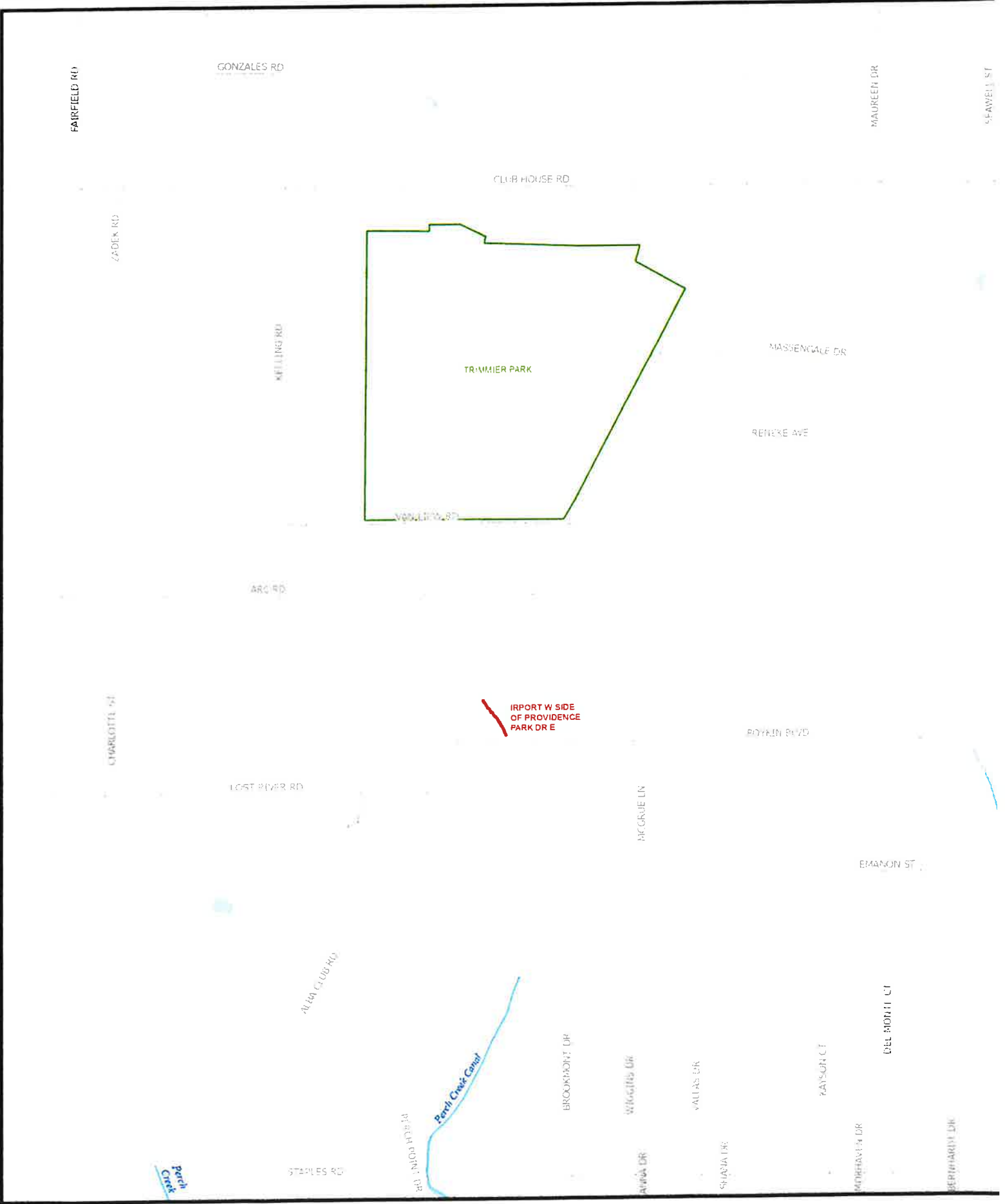




HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

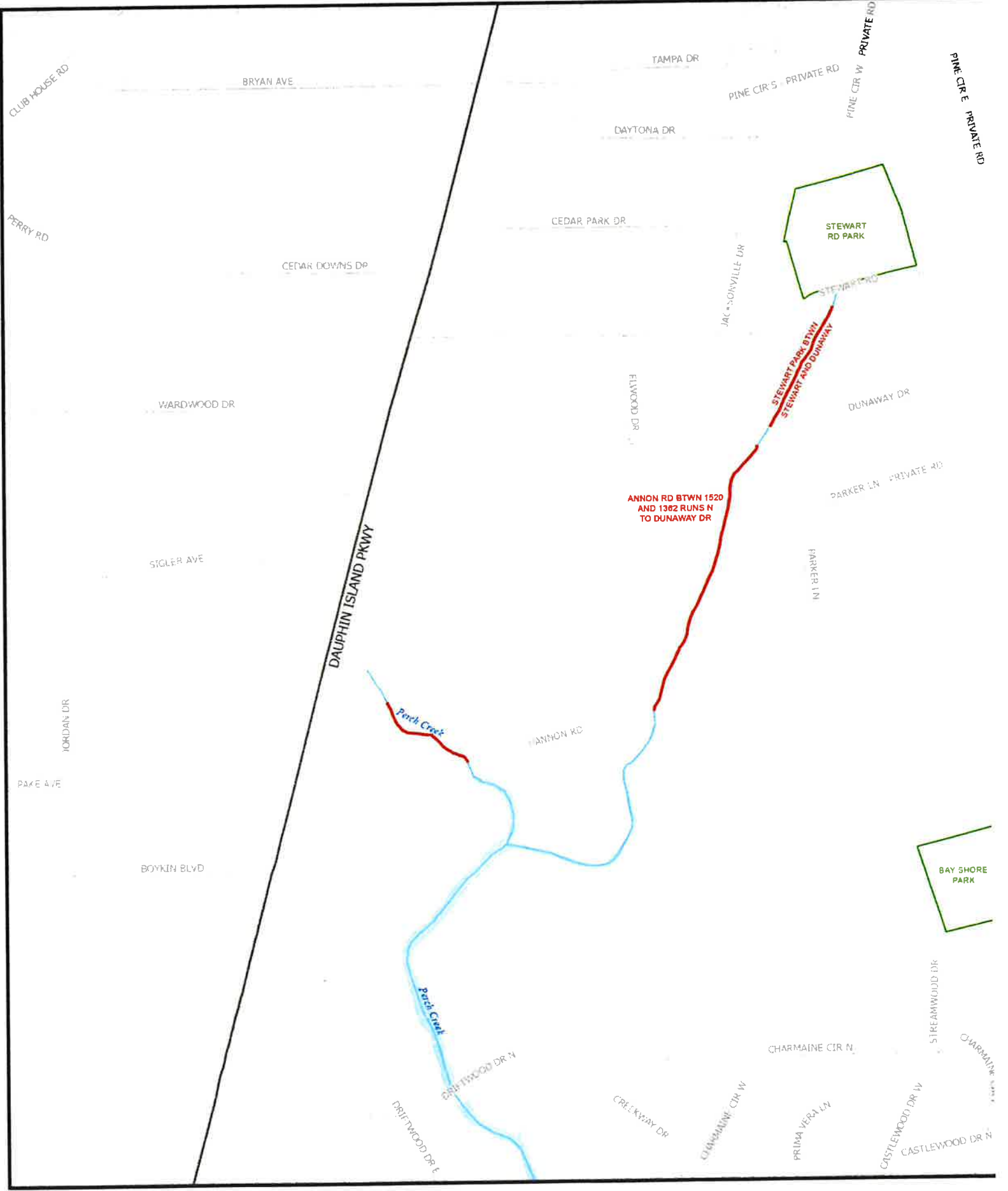
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Date:2/27/2025



HERBICIDE SPRAY DITCH CONTRACT

- Water
- Parcels
- Parks
- RailRoad
- Stream
- Contract Ditches
- Contract Detention Ponds

N
Date: 2/27/2025



1:6,000

0 250 500 1,000 Feet

DETENTION PONDS					CONTRACTED DITCHES				
NAME	PAGE	AREA	ACRES	PERCENTAGE	DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
NW DETENTION POND 4	1	25198.361	0.578	0.0906	DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR	2	1565.8853	0.297	0.010
E DETENTION POND 1	10	4729.857	0.109	0.0170	DITCH - NW 58 / UNIVERSITY AND ZEIGLER AT THE RAILROAD W SIDE OF UNIVERSITY	2	183.70065	0.035	0.001
NW DETENTION POND 1	16	69679.749	1.600	0.2506	DITCH - NW 125 / N SIDE OF OVERLOOK RD W OF DEERWOOD DR E	2	585.595298	0.111	0.004
NW DETENTION POND 5	16	1247.2923	0.029	0.0045	DITCH LOCATED AT - NW 49 / N SIDE OF 1504 CARLISLE DR E	2	472.806106	0.090	0.003
NW DETENTION POND 6	16	1767.9413	0.041	0.0064	DITCH LOCATED AT - NW 153 N SIDE OF 1403 FOREST RIDGE RD W	2	706.904532	0.134	0.005
NW DETENTION POND 2	17	6603.0733	0.152	0.0238	DITCH LOCATED AT - NW 56 / W SIDE OF 5755 OVERLOOK RUNS BEHIND HOMESON DIANE DR	2	2094.82395	0.397	0.014
NW DETENTION POND 3	18	3980.501	0.091	0.0143	DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	3	1871.2408	0.354	0.012
E DETENTION POND 3	26	48701.976	1.118	0.1752	DITCH - NW 2 / N OF 2001 W I65 SVC RD N RUNS SOUTH BEHIND BROOKDALE DR W	3	2594.97892	0.491	0.017
E DETENTION POND 2	26	23183.514	0.532	0.0834	DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	3	678.270119	0.128	0.004
SW DETENTION POND 2	29	10693.839	0.245	0.0385	DITCH - E 103 / E SIDE OF SHELBY ST RUNS TO PAPER MILL RD	4	1200.96155	0.227	0.008
SW DETENTION POND 1	29	30233.776	0.694	0.1087	DITCH - PAPER MILL RD	4	232.68369	0.044	0.002
SW DETENTION POND 4	29	39829.617	0.914	0.1433	DITCH LOCATED AT - NW 91 / TWELVE MILE CREEK BOTANICAL GARDENS	5	2773.32671	0.525	0.018
SW DETENTION POND 3	29	11595.86	0.266	0.0417	DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	5	1272.8749	0.241	0.008
S DETENTION POND 1	47	568.40219	0.013	0.0020	DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	6	3867.85649	0.733	0.026
					DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	7	24.677698	0.005	0.000
					DITCH LOCATED AT - THREE MILE CREEK N OF MOFFETT RD AT I-65	7	1441.56546	0.273	0.010
					DITCH - NW 3 / 1701 W I65 SVC RD N RUNS S BEHIND AL DOT	7	1160.86611	0.220	0.008
					DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE I65 BTWN MEADOR/ARMOUR AVE	7	3404.95662	0.645	0.023
					DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	773.740125	0.147	0.005
					DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	26.610688	0.005	0.000
					DITCH LOCATED AT - E 7 / N SIDE OF 1519 UNION ST	7	471.006132	0.089	0.003
					DITCH LOCATED AT - E I 65 SVC RD N S OF BELTLINE PARK DR S	7	95.83597	0.018	0.001
					DITCH LOCATED AT - E 12 / MOBILE ST TO UNIVERSITY HOSPITAL DR	8	656.505553	0.124	0.004
					DITCH LOCATED AT - E 8 / THREE MILE CREEK E SIDE I65 BTWN MEADOR/ARMOUR AVE	8	1791.25154	0.339	0.012
					DITCH LOCATED AT - E 9 / THREE MILE CREEK BUSH PARK TO MOBILE ST	8	2321.38295	0.440	0.015
					DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	8	562.710905	0.107	0.004
					DITCH LOCATED AT - THREE MILE CREEK S OF MOFFETT RD AT I-65	9	769.523293	0.146	0.005
					DITCH - E 63 / UNNAMED STREAM BEHIND 136 E I165 SVC RD N	9	521.145925	0.099	0.003
					DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	10	4554.41908	0.863	0.030
					DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	11	2999.52786	0.568	0.020
					DITCH LOCATED AT - E 225 / S SIDE UNIVERSITY HOSPITAL DR E OF MOBILE ST RUNS SOUTH TO STANTON RD	11	1459.93196	0.277	0.010
					DITCH LOCATED AT - E 38 / THREE MILE CREEK FROM STANTON RD TO ST STEPHENS RD	12	798.06411	0.151	0.005
					DITCH LOCATED AT - E 35 / THREE MILE CREEK E SIDE OF DR MLK JR AVE				

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS					CONTRACTED DITCHES				
NAME	PAGE	AREA	ACRES	PERCENTAGE	DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
					DITCH LOCATED AT - NW 82 / S SIDE OF TENTH ST TO EIGHTH ST	16	311.558101	0.059	0.002
					DITCH LOCATED AT - NW 83 / WOODS BTWN PERRY/BISHOP PHILLIPS	16	908.625283	0.172	0.006
					DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	17	745.99233	0.141	0.005
					DITCH LOCATED AT - NW 87 / TWELVE MILE CREEK BTWN FOREMAN RD/HILLCREST RD	17	310.082581	0.059	0.002
					DITCH - EAST OF 7120 CEDAR ST AT CODY RD	17	686.926527	0.130	0.005
					DITCH LOCATED AT - DITCH ON THE W SIDE OF CODY RD S OF OLD SHELL RD	17	430.87354	0.082	0.003
					DITCH LOCATED AT - OF ROW SOUTH OF FINCHER RD AND NORTH OF OLD SHELL RD	18	237.643851	0.045	0.002
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E OF S UNIVERSITY BLVD AND S OF OLD SHELL RD	19	413.650873	0.078	0.003
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	722.614927	0.137	0.005
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK E SIDE S UNIVERSITY BLVD TO EAST DR	19	2712.30695	0.514	0.018
					DITCH LOCATED AT - NW 92 / TWELVE MILE CREEK N OF OLD SHELL RD E SIDE VANDERBILT DR	19	1840.71249	0.349	0.012
					DITCH - SW 198 / BEHIND 718 DOWNTOWNER LOOP W	20	91.616642	0.017	0.001
					DITCH - E 66 / UNNAMED STREAM N SIDE OF 3280 DAUPHIN ST SVC RD	21	670.047454	0.127	0.004
					DITCH - E 67 / UNNAMED STREAM W OF 3270 DAUPHIN ST	21	756.466313	0.143	0.005
					DITCH - E 64 / BTWN 134 AND 136 E I65 SVC RD N	21	455.847746	0.086	0.003
					DITCH - E 65 / UNNAMED STREAM BEHIND 104 E I65 SVC RD N	21	1127.37097	0.214	0.007
					DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1070.32685	0.203	0.007
					DITCH LOCATED AT - NW 113 / DITCH ON N SIDE OF DAUPHIN ST E OF RIMES RD	21	201.327346	0.038	0.001
					DITCH LOCATED AT - NW 112 / S SIDE OF COLLEGE LN S BTWN DU RHU AND RIMES RD	21	1425.19055	0.270	0.009
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	209.968996	0.040	0.001
					DITCH - E 63 / UNNAMED STREAM BEHIND 136 E I65 SVC RD N	21	115.552972	0.022	0.001
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	21	2449.04379	0.464	0.016
					DITCH LOCATED AT - NW 114 / S SIDE OF DAUPHIN E SIDE OF CLARIDGE RD E	21	773.174524	0.146	0.005
					DITCH LOCATED AT - E 303 / ESLAVA CREEK BTWN AIRPORT SERVC RD & BELAIR	22	319.439016	0.060	0.002
					DITCH LOCATED AT - E 262 / ESLAVA CREEK E OF SPRINGDALE MALL	22	2623.65852	0.497	0.017
					DITCH LOCATED AT - E 198 / ESLAVA CREEK W SIDE OF BEL AIR BLVD	22	185.517967	0.035	0.001
					DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	23	65.619773	0.012	0.000
					DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	24	86.153992	0.016	0.001
					DITCH LOCATED AT - E 96 / E SIDE OF FLORIDA ST BEHIND WALTON AVE HOMES	24	1193.45029	0.226	0.008
					DITCH LOCATED AT - E 95 / WOODCOCK CREEK BTWN BRIERWOOD & GRANT	24	1919.28368	0.364	0.013
					DITCH - DITCH EAST OF BARKSDALE DR TO ESLAVA CREEK	24	1003.17752	0.190	0.007
					DITCH LOCATED AT - E 94 / WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	24	411.983513	0.078	0.003
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN WESTWOOD ST & CRENSHAW	25	279.648705	0.053	0.002
					DITCH LOCATED AT - E 308 / S SIDE OF AIRPORT BLVD BEHIND HOMES ON BROMLEY PL	25	769.587219	0.146	0.005
					DITCH LOCATED AT - E 98 / BEHIND 258 MOUNT ISLAND DR E	25	521.138091	0.099	0.003
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN PINEHILL DR AND MORGAN AVE	25	259.845282	0.049	0.002
					DITCH LOCATED AT - E 97 / E SIDE OF MOUNT ISLAND DR BEHIND HOMES	25	775.460417	0.147	0.005
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN MORGAN AVE AND SEMINOLE ST	25	267.015729	0.051	0.002
					DITCH LOCATED AT - E 99 / WOODCOCK CREEK BTWN 250 MOUNT ISLAND DR E AND 2451 MOUNT ISLAND DR N	25	329.109692	0.062	0.002
					DITCH LOCATED AT - E 101 / WOODCOCK CREEK BTWN SEMINOLE ST DR AND WESTWOOD ST	25	278.770672	0.053	0.002
					DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE	25	490.132101	0.093	0.003
					DITCH LOCATED AT - E 100 / WOODCOCK CREEK BTWN PHILL AND MT ISLAND DR E	25	484.891489	0.092	0.003
					DITCH LOCATED SOUTH OF LADD PEBBLES STADIUM BY RR TRACK	26	1040.07329	0.197	0.007
					DITCH - TENNESSEE ST BTWN GAYLE ST AND CHARLES ST	27	326.801151	0.062	0.002
					DITCH - TENNESSEE ST BTWN CHARLES ST AND MARINE ST	27	346.32196	0.066	0.002
					DITCH - TENNESSEE ST BTWN MARINE ST AND S BROAD ST	27	356.039263	0.067	0.002

HERBICIDE SPRAY CONTRACT FY25

DETENTION PONDS					CONTRACTED DITCHES				
NAME	PAGE	AREA	ACRES	PERCENTAGE	DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
					DITCH - TENNESSE ST BTWN ANN ST AND OWENS ST	27	1141.11956	0.216	0.008
					DITCH - TENNESSEE ST BTWN OWENS ST AND GAYLE ST	27	1475.15848	0.279	0.010
					DITCH - S SIDE S FRANKLIN ST E SIDE OF S HAMILTON ST	28	289.025916	0.055	0.002
					DITCH - TENNESSEE ST BTWN S SCOTT ST AND I-10	28	718.286795	0.136	0.005
					DITCH - TENNESSEE ST BTWN S BROAD ST AND S WASHINGTON AVE	28	273.38908	0.052	0.002
					DITCH - N SIDE OF PILLANS ST E OF 206 PILLANS ST TO RR TRACKS	28	449.580045	0.085	0.003
					DITCH - TENNESSEE ST BTWN S SCOTT ST WILKINSON ST	28	155.762617	0.030	0.001
					DITCH - TENNESSEE ST BTWN MARINE ST AND S BROAD ST	28	7.871547	0.001	0.000
					DITCH - S END OF S CONCEPTION ST AT RR TRACKS	28	147.815036	0.028	0.001
					DITCH - TENNESSEE ST BTWN S WASHINGTON AVE AND S SCOTT ST	28	406.717985	0.077	0.003
					DITCH - TENNESSEE ST BTWN WILKINSON ST AND FRONTAGE RD	28	301.668929	0.057	0.002
					DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	3.118836	0.001	0.000
					DITCH LOCATED AT - SW 8 / N SIDE OF 1061 WILDWOOD AVE	29	267.676659	0.051	0.002
					DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	476.216912	0.090	0.003
					DITCH LOCATED AT - SW 114 / S SIDE OF 1009 WESLEY AVE	29	145.827087	0.028	0.001
					DITCH LOCATED AT - SW 203 / S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)	30	535.861313	0.101	0.004
					DITCH LOCATED AT - SW 203 / BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	31	478.868697	0.091	0.003
					DITCH LOCATED AT - SW 203 / S SIDE OF 445 AZALEA RD (ST MARK UNITED METHODIST SCHOOL)	31	1544.74981	0.293	0.010
					DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	31	2226.04087	0.422	0.015
					DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	31	71.606879	0.014	0.000
					DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	32	1150.37082	0.218	0.008
					DITCH - E 279 / BTWN 1419 AND 1431 E I-65 SERVICE RD S	32	360.711706	0.068	0.002
					DITCH LOCATED AT - SW 204 / S SIDE OF MICHAEL BLVD BTWN DAVIDSON SCHOOL DR AND MONTLIMAR DR	32	71.606879	0.014	0.000
					DITCH - E 279 / BTWN 1419 AND 1431 E I-65 SERVICE RD S	33	398.907016	0.076	0.003
					DITCH - E 306 / ICE HOUSE BRANCH BTWN WILLIAMS ST AND JOHNSTON AVE	34	468.477279	0.089	0.003
					DITCH - E 307 / S SIDE OF BANKHEAD ST BTWN 701 HOLCOMBE AVE AND 2053 BANKHEAD ST	34	434.85222	0.082	0.003
					DITCH - BOLTONS BRANCH FROM BOLLING BROS BLVD TO HALLS MILL RD	35	1739.43777	0.329	0.012
					DITCH - BOLTONS BRANCH S SIDE OF HANK AARON STADIUM FROM I-65 TO SACHEL PAGE DR	35	2193.72399	0.415	0.015
					DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR	35	360.334527	0.068	0.002
					DITCH - BOLTONS BRANCH FROM MCLAUGHLIN TO NAVCO RD	36	1745.40076	0.331	0.012
					DITCH - BOLTONS BRANCH FROM HALLS MILL TO MCLAUGHLIN DR	36	1321.2665	0.250	0.009
					DITCH - E 177 / BTWN 1951/1953 CARDINAL DR E	37	207.067463	0.039	0.001
					DITCH - E 190 / S SIDE OF 1353 EAGLE DR	37	287.555121	0.054	0.002
					DITCH - IBIS DR	37	249.895857	0.047	0.002
					DITCH - E 189 / EAST END OF EAGLE DR	37	167.13794	0.032	0.001
					DITCH LOCATED AT - E 241 / S SIDE HURTEL BTWN RAVEN/STEWART	37	308.472277	0.058	0.002
					DITCH - E 185 / W SIDE OF 1955 EAGLE DR RUNS BEHIND HOMES ON JAY DR	37	1032.54294	0.196	0.007
					DITCH - E 182 / BEHIND HOMES ON RAVEN DR 1651-1715	37	732.840955	0.139	0.005
					DITCH - E 290 / N SIDE OF I-10 W END OF DABNEY ST	37	897.922287	0.170	0.006
					DITCH - E 186 / BEHIND HOMES 1501/1561 RAVEN DR	37	694.628977	0.132	0.005
					DITCH - E 183 / S SIDE RAVEN 1651 RAVEN TO 1962 EAGLE	37	1370.795	0.260	0.009
					DITCH LOCATED AT - E 241 / S SIDE HURTEL BTWN RAVEN/STEWART	37	1121.92371	0.212	0.007
					DITCH - E 179 / RUNS BEHIND 1704 GULF FIELD DR N TO 1303 GULF FIELD DR E	37	598.730527	0.113	0.004
					DITCH LOCATED AT - E 241 / S SIDE HURTEL BTWN RAVEN/STEWART	37	198.567805	0.038	0.001
					DITCH - E 181 / N SIDE OF RAVEN DR BTWN 1610/1650 TO CARDINAL DR W	37	1176.27557	0.223	0.008
					DITCH - E 180 / RUNS BEHIND HOMES 1307-1357 GULF FIELD DR E	37	470.638608	0.089	0.003

DETENTION PONDS					CONTRACTED DITCHES				
NAME	PAGE	AREA	ACRES	PERCENTAGE	DESCRIPTION	PAGE	LENGTH	LINEAR MILE	PERCENTAGE
					DITCH - IBIS DR	37	175.018339	0.033	0.001
					DITCH - E 174 / N END OF CARDINAL DR W	37	777.97548	0.147	0.005
					DITCH - E 176 / S SIDE EAGLE DR TO CARDINAL DR E	37	361.169443	0.068	0.002
					DITCH - E 60 / BEHIND 1950 CARDINAL DR W	37	956.840179	0.181	0.006
					DITCH - E 178 / RUNS BEHIND 1706-1752 GULF FIELD DR N	37	541.420466	0.103	0.004
					DITCH LOCATED AT - E 241 / S SIDE HURTEL BTWN RAVEN/STEWART	37	297.092409	0.056	0.002
					DITCH - E 34 / MEDIAN BTWN I10 W OFF MICHIGAN/I10	37	161.767429	0.031	0.001
					DITCH - E 187 / N SIDE OF 1803 CARDINAL DR E	37	214.659205	0.041	0.001
					DITCH - SW 80 / BEHIND 3726/3782 HALLS MILL RD	38	1251.858	0.237	0.008
					DITCH - W SIDE OF 2225 FIRST ST	39	170.631406	0.032	0.001
					DITCH - HILLCREST RD BTWN 3201/3449 N OF GIRBY RD	40	2066.06187	0.391	0.014
					DITCH - SW 185 / N SIDE OF YORKWOOD RD S BTWN 5200/5210	41	75.741006	0.014	0.001
					DITCH - SW 186 / S SIDE OF YORKWOOD RD S EAST OF 5211	41	52.641223	0.010	0.000
					DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	42	1556.49536	0.295	0.010
					DITCH - SW 69 / BEHIND 4167 SHAN DR E TO MOORE CREEK	42	1117.85286	0.212	0.007
					DITCH LOCATED AT - SW 142 / MOORE CREEK BTWN 4123/4125 GOVERNMENT BLVD BEHIND SHAN DR E	42	1822.03922	0.345	0.012
					DITCH - SW 68 / S SIDE ROLAND DR BEHIND HOMES 4201/4325 SHAN DR E	42	1900.22077	0.360	0.013
					DITCH - MOORE CREEK S SIDE OF 4150 HALLS MILL RD	43	2592.19148	0.491	0.017
					DITCH LOCATED AT - SW 143 / MOORE CREEK BEHIND 1366/1416 AZALEA RD	43	175.211051	0.033	0.001
					DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	782.168908	0.148	0.005
					DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	1525.58361	0.289	0.010
					DITCH LOCATED AT - S 25 / ROBINSON BAYOU N SIDE OF DIP BTWN 2551/2571	44	594.451685	0.113	0.004
					DITCH - SW 194 / SPRING CRK DEMETROPOLIS TO HALLS MILL	45	1622.96492	0.307	0.011
					DITCH - SW 83 / SPRING CRK W SIDE 5101 GIRBY	45	318.827457	0.060	0.002
					DITCH - SW 196 / BTWN 4815/4901 HALLS MILL RD	45	703.216525	0.133	0.005
					DITCH - SW 195 / SPRING CREEK S SIDE GOVERNMENT AT DEMETROPOLIS	45	224.772883	0.043	0.001
					DITCH - N SIDE OF 5675 USHY 90 W	46	368.854556	0.070	0.002
					DITCH - S 88 / HWY 90 S SIDE 5631 USHY 90 W	46	646.897872	0.123	0.004
					DITCH - N SIDE OF 5675 USHY 90 W	46	695.916534	0.132	0.005
					DITCH - S SIDE OF AIRPORT W SIDE OF PROVIDENCE PARK DR E	48	176.299855	0.033	0.001
					DITCH - S 43 / S OF STEWART PARK BTWN STEWART AND DUNAWAY	49	556.45498	0.105	0.004
					DITCH - N SIDE OF HANNON RD BTWN 1520 AND 1362 RUNS N TO DUNAWAY DR	49	1182.84083	0.224	0.008
					DITCH - HANNON RD	49	443.134776	0.084	0.003
						TOTAL	151,017.18	28.602	100%

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

City of Mobile

Project:

AGREEMENT

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

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

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

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

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

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
- (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
- (3) Bodily injury and property damage combined –
\$500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
- (2) Property damage liability - \$100,000 each occurrence.
- (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

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

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

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

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

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

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

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

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

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

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

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

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law

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

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

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the ____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Notary Public

My Commission expires on: _____

CITY,

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date



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: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Joe Bullard Chevrolet for one 2025 or newer Chevrolet Silverado 2500 4WD crew cab pickup truck for Animal Services.

Amount of Contract:

\$60,424.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Bullard Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 July 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 Joe Bullard Chevrolet

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Joe Bullard Chevrolet for one 2025 or newer Chevrolet Silverado 2500 4WD crew cab pickup truck for Animal Services.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$60,424.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5964

How many bidders received bid packages (if applicable): 19 + web

How many bidders submitted bids (if applicable): 3

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

5% Local vendor preference.

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>27333</u>	2025	(F7000) MOTOR POOL	ONE 2025 OR NEW CHEVROLET SILVERADO 2500 4WD CREW CAB PICKUP TRUCK FOR ANIMAL SERVICES (SEALED BID 5964)	\$60,424.00	<u>(296800) JOE BULLARD</u> <u>CHEVROLET</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027333-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER CHEVY SILVERADO 2500 4X4 CREW CAB 82.25" STANDARD BED LENGTH AS FOLLOWS: 6.6L V8 GAS ENGINE;10-SPEED AUTOMATIC TRANSMISSION;GVW RATING-10,850 POUNDS;ANTI-SPIN DIFFERENTIAL REAR AXLE;AUXILIARY 730 COLD-CRANKING AMPS BATTERY;INTEGRATED TRAILER BRAKE CONTROLLER;AUTOTRAC 2-SPEED TRANSFER CASEW/PUSH BUTTON CONTROLS; EXTERIOR AS FOLLOWS: MONOTON COLOR-BLACK;LED HEADLIGHTS AND FOG LIGHTS;BLACK CAB LENGTH RUNNING BOARDS;SPRAY-IN BEDLINER; 18" MACHINED ALUMINUM WHEELS WITH ALL-SEASON BLACKWALL TIRES;RECOVERY TOW HOOKS;REMOTE LOCKING TAILGATE;BLACK OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING MIRRORS WITH POWER FOLDING/MANUAL EXTENDING AUTO-DIMMIN DRIVER UPPER GLASS;6" BLACK RECTANGULAR ASSIST STEPS; INTERIOR AS FOLLOWS: JET BLACK, CLOTH SEAT TRIM;FRONT BUCKET SEATS WITH CENTER CONSOLE;POWER WINDOWS & DOOR LOCKS;POWER DRIVER SEAT;INSIDE REARVIEW AUTO-DIMMING MIRROR; SAFETY/TECHNOLOGY AS FOLLOWS: 13.4" CHEVROLET	1.00 EACH	60424.00000	60424.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027333-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved
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Page 2

Vendor
 JOE BULLARD CHEVROLET
 2900 GOVERNMENT STREET

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36606

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#251-259-8525
 Fax 251-476-0862

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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	INFOTAINMENT 3 SYSTEM; WITH APPLE CARPLAY/ANDROID AUTO;BLUETOOTH CONNECTIVITY;TIRE PRESSURE MONITORING SYSTEM;BACKUP CAMERA;DAYTIME RUNNING LIGHTS;USB AND USB-C CHARGING PORTS;REMOTE START PACKAGE;CONVENIENCE PACKAGE;KEYLESS ENTRY;120V OUTLET;SAFETY PACKAGE NG GLASS..... VENDOR TO PROVIDE 2026 CHEVROLET 2500HD, 4WD CREWCAB AS PER CITY OF MOBILE BID #5964 AND YOUR QUOTE Additional Description Notes ----- 2025 OR NEWER CHEVY SILVERADO 2500 4X4 CREW CAB 82.25" STANDARD BED LENGTH AS FOLLOWS: 6.6L V8 GAS ENGINE;10-SPEED AUTOMATIC TRANSMISSION;GVW RATING-10,850 POUNDS;ANTI-SPIN DIFFERENTIAL REAR AXLE;AUXILIARY 730 COLD-CRANKING AMPS BATTERY;INTEGRATED TRAILER BRAKE CONTROLLER;AUTOTRAC 2-SPEED TRANSFER CASE/PUSH BUTTON CONTROLS; EXTERIOR AS FOLLOWS: MONOTON COLOR-BLACK;LED HEADLIGHTS AND FOG LIGHTS;BLACK CAB LENGTH RUNNING BOARDS;SPRAY-IN BEDLINER; 18" MACHINED ALUMINUM WHEELS WITH ALL-SEASON BLACKWALL TIRES;RECOVERY TOW HOOKS;REMOTE LOCKING TAILGATE;BLACK OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING MIRRORS WITH POWER FOLDING/MANUAL EXTENDING AUTO-DIMMIN DRIVER UPPER GLASS;6" BLACK RECTANGULAR ASSIST STEPS; INTERIOR AS FOLLOWS: JET BLACK,CLOTH SEAT TRIM;FRONT BUCKET SEATS WITH CENTER CONSOLE;POWER WINDOWS & DOOR LOCKS;POWER DRIVER SEAT;INSIDE REARVIEW AUTO-DIMMING MIRROR; SAFETY/TECHNOLOGY AS FOLLOWS: 13.4" CHEVROLET INFOTAINMENT 3 SYSTEM; WITH APPLE CARPLAY/ANDROID AUTO;BLUETOOTH CONNECTIVITY;TIRE PRESSURE MONITORING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027333-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	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
07/11/25	296800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	SYSTEM;BACKUP CAMERA;DAYTIME RUNNING LIGHTS;USB AND USB-C CHARGING PORTS;REMOTE START PACKAGE;CONVENIENCE PACKAGE;KEYLESS ENTRY;120V OUTLET;SAFETY PACKAGE VEHICLE ACCESORIES AS FOLLOWS: DIAMONDBACK 270 BED COVER SMOOTH BLACK;DECKED DRAWER SYSTEM W/ACCESSORY PACK INCLUDED			

AS REQUESTED BY 1546-ANIMAL SERVICES

1	1000.30.23.1546.1546.2300.0000.0000.45040.	60424.00
---	--	----------

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	60424.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	60424.00	416050.86
ANIMAL SHELTER EXP	MOTOR POOL BUDGET RATE	

**BID TABULATION FOR BID #5964
FOR PICK UP TRUCKS, ¾ TON**

	¾ TON CREW CAB 4X4	¾ TON CREW CAB 8' BED LIFT GATE
AUTONATION	NO BID	\$53,384.00 2026 F-250, 4X4 MAXON LIFT
JOE BULLARD	\$60,424.00 CHEVROLET 2500HD 4X4 CREW CAB	\$53,924.00 CHEVROLET 2500HD 4X4 BED DELETE MAXON LIFT
DONOHOO CHEVROLET	\$59,236.50 CHEVROLET 2500HD LOCAL VENDOR ADJUSTMENT: \$62,198.32	\$55,406.50 CHEVROLET 2500HD TOMMY GATE
BUSTER MILES CHEVROLET	\$61,500.00 CHEVROLET 2500	\$54,900.00 CHEVROLET SILVERADO

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**

lw

005

Buyer:

Typed by:

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:
06/23/2025	5964	Motor Pool	To Be Specified

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

12:01 PM, Thursday, July 10, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PICK UP TRUCKS					
Appx 1-3	2025 Or Newer Pickup ¾ Ton 4x2 Chevrolet 2500 or Equal, Black in Color. As per the following and attached: MAKE _____ MODEL _____ Upon award the City will purchase a minimum of one (1) ¾ Ton Chevrolet 2500 or Equal.					
Appx 1-3	2025 Or Newer Pickup ¾ Ton Crew Cab 4x2, Gasoline Engine. White in Color. 8-Ft. Bed. Lift gate on rear. With minimum capacity of 500 lbs. As per the following and attached: MAKE _____ MODEL _____ LIFT GATE MAKE _____ MODEL _____ CAPACITY _____					
			TOTAL			

Page 1 of 3

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 412 of 1449

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods. <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. ITEM BASIS AWARD.						
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Animal Service Director & Field Services Manager

Vehicle Specifications

Vehicle

Current Year Model Chevy Silverado 2500 4x4 Crew Cab 82.25" Standard Bed Length. (See sample configuration attached below)

Mechanical

- 6.6L V8 Gas Engine
- 10-Speed Automatic Transmission
- GVW Rating – 10,850 pounds
- Anti-spin differential rear axle
- Auxiliary 730 cold-cranking amps battery
- Integrated trailer brake controller
- Autotrac 2-Speed Transfer Case w/ Push Button Controls

Exterior

- Monotone color: black
- Lighting
 - LED headlights and fog lights
- Black cab length running boards
- Spray-in bedliner
- 18" Machined Aluminum Wheels with All-Season Blackwall Tires
- Recovery Tow Hooks
- Remote Locking Tailgate
- Black outside power-adjustable vertical trailering mirrors with power folding/manual extending auto-dimming driver upper glass
- 6" Black Chrome Assist Steps

Interior

- Jet black, cloth seat trim
- Front bucket seats with center console
- Power windows & door locks

- Power Driver Seat
- Inside Rearview Auto-Dimming Mirror

Safety/ Technology

- 13.4" Chevrolet Infotainment 3 System
 - With Apple CarPlay/ Android Auto
 - Bluetooth Connectivity
- Tire pressure monitoring system
- Backup camera
- Daytime running lights
- USB and USB-C charging ports
- Remote Start Package
- Convenience Package
 - Dual Zone Automatic Climate Control
 - 10-Way Power Driver Seat
 - LED Cargo Bed Lights
 - LED Fog Lamps
 - 120-Volt Power Outlet
 - Manual Tilt /Telescoping Steering Column
- Keyless entry
- 120V Outlet
- Safety Package
 - Trailering Provisions
 - Front and Rear Park Assist
 - Rear Cross Traffic Alert
 - Trailer Side Blind Zone Alert
 - HD Surround Vision
 - Bed View Camera

Notes: Rear Window must be fixed, NOT Sliding.

Pick Up With Lift Gate

$\frac{3}{4}$ Ton Crew Cab Chassis

Gasoline Engine

4x2 Drive, No 4x4, 8-Ft. Bed

To be White in Color

Electric Door Locks and Windows

Lift Gate

Mounted to Vehicle

One Cylinder Lift

500 lb Minimum Capacity

Tommy Lift or Equal



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: July 29, 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 Long Lewis Ford of the Shoals, Inc for six 2025 or newer Ford Bronco Sport 4WD SUVs for Engineering Dept.

Amount of Contract:

\$186,381.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Long Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 July 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 Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Long Lewis Ford of the Shoals, Inc for six 2025 or newer Ford Bronco Sport 4WD SUVs for Engineering Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$186,381.00

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>27056</u>	2025	(F7000) MOTOR POOL	SIX 2025 OR NEWER FORD BRONCO SPORT4WD SUVS FOR ENGINEERING DEPARTMENT (AL STATE CONTRACT)	\$186,381.00	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027056-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT	6.00 EACH	30325.50000	181953.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027056-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. FRONT AND REAR FLOOR LINERS HD RUBBER CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED OPTIONS: R9B 50C 51B EXTERIOR COLOR TO BE WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-2 Additional Description Notes ----- 2025 OR NEWER FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATE CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027056-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved
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Page 3

Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

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
07/08/25	1290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			

FRONT AND REAR FLOOR LINERS HD RUBBER
 CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED

AS REQUESTED BY ENGINEERING

1 1000.45.20.3005.3005.3005.0000.0000.45040.	181953.00
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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

002 FREIGHT	6.00 EACH	738.00000	4428.00
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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 00027056-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	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
07/08/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.3005.3005.3005.0000.0000.45040.			4428.00

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	186381.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3005.3005.3005.0000.0000.45040.	186381.00	307215.22
ENGINEERING EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	07/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/09/25	SHONNDA SMITH	
Approved	07/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/11/25	JOHN FORRESTER	
Approved	07/11/25	NICHOLAS AMBERGER	Auto approved by: 910513653
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one Hako Citymaster 1650 street sweeper for Parks Department.

Amount of Contract:

\$174,052.00

Funding Source

Capital - Equipment- Parks & Recreation

ATTACHMENTS:

1. 20250711 Sansom Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 Hako Citymaster 1650
street sweeper for Parks Department.
Capital - Equipment- Parks & Recreation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$174,052.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5959

How many bidders received bid packages (if applicable): 17 + web

How many bidders submitted bids (if applicable): 3

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

Two bids did not meet minimum specifications.

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>22477</u>	2025	(F7000) MOTOR POOL	ONE HAKO CITYMASTER 1650 STREET SWEEPER FOR PARKS DEPARTMENT (SEALED BID 5959)	\$174,052.00	<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 00022477-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

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
04/03/25	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 HAKO CITYMASTER 1650 SWEEPER AS FOLLOWS; HAKO CITYMASTER 1650 SWEEPER ALL-WHEEL DRIVE 73HP DIESEL ARTICULATED CLEANING MACHINE; INCLUDES ALL STANDARD EQUIPMENT AND THE FOLLOWING FEATURES: ENCLOSED CAB;HEATING AND AIR CONDITIONING;FULL-SUSPENSION CHASSIS;LED LIGHTS AND WORK LIGHTS;AIR SPRUNG SEAT;ADJUSTABLE STEERING COLUMN;2 BROOM STREET SWEEPING SYSTEM;50 GALLON WATER CAPACITY;1.8 CUBIC YARD HOPPER CAPACITY;PRESSURE WASH SYSTEM W/HANDGUN AND HOSE SCRUB BRUSH ATTACHMENT FOR HAKO CITYMASTER 1650 SWEEPER ROLLER STAND FOR SCRUB BRUSH FOR HAKO CITYMASTER 1560 SWEEPER AS PER CITY OF MOBILE BID #5959 AND YOUR QUOTE Additional Description Notes	1.00 EACH	174052.00000	174052.00

HAKO CITYMASTER 1650 SWEEPER AS FOLLOWS;

HAKO CITYMASTER 1650 SWEEPER ALL-WHEEL DRIVE 73HP DIESEL ARTICULATED CLEANING MACHINE; INCLUDES ALL STANDARD EQUIPMENT AND THE FOLLOWING FEATURES: ENCLOSED CAB;HEATING AND AIR CONDITIONING;FULL-SUSPENSION CHASSIS;LED LIGHTS AND WORK LIGHTS;AIR SPRUNG SEAT;ADJUSTABLE STEERING COLUMN;2 BROOM STREET SWEEPING SYSTEM;50 GALLON WATER CAPACITY;1.8 CUBIC YARD HOPPER CAPACITY;PRESSURE WASH SYSTEM W/HANDGUN AND HOSE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022477-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 2

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
04/03/25	190715				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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AS REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	174052.00
---	-----------

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	174052.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	174052.00	73326.90

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	174052.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022477-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. 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
04/03/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	CCancelled07/11/25 JOHN PAINE			Requisition item removed chang
	CCancelled07/11/25 JOHN PAINE			GL Allocation changed
	Approved 04/04/25 KIM CARMODY			
	Approved 04/04/25 DANIEL OTTO			Auto approved by: 910520521
	Forward 07/11/25 KIM CARMODY			Automatic Forward to 910513252
	Forward 07/11/25 KIM CARMODY			Automatic Forward to 910513252
	Approved 07/11/25 GERARD MCCANTS			Auto approved by: 91055604
	Approved 07/11/25 DANIEL OTTO			
	Approved 04/04/25 BRENDA RHODES			
	Approved 04/04/25 TIFFANY HOLLINS			Auto approved by: 910511034
	Approved 04/04/25 RELYA MALLORY			Auto approved by: 910511034
	Approved 07/11/25 BRENDA RHODES			
	Approved 07/11/25 TIFFANY HOLLINS			Auto approved by: 910511034
	Approved 07/11/25 RELYA MALLORY			Auto approved by: 910511034
	Forward 06/06/25 CLAUDE BUERGER IV			Automatic Forward to 910520668
	Approved 07/11/25 DONALD ROSE			Auto approved by: 9105paij
	Approved 07/11/25 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 07/11/25 STEVEN KRONINGER			Auto approved by: 9105paij
	Approved 07/11/25 JOHNNIE HARRUB			Auto approved by: 9105paij
	Approved 07/11/25 SAMANTHA COOLEY			Auto approved by: 9105paij
	Approved 07/11/25 ANNE FOLEY			Auto approved by: 9105paij
	Approved 07/11/25 JOHN PAINE			BID COMPLETE

Authorized By: _____ Date: _____

Signature

**BID TABULATION FOR BID #5959
FOR STREET SWEEPER-SIDEWALK
SWEEPER/CLEANER**

UNITED RENTALS/NORTH AMERICA	\$69,653.75 DID NOT MEET MINIMUM SPECIFICATIONS
INGRAM EQUIPMENT	\$166,080.00 DID NOT MEET MINIMUM SPECIFICATIONS
SANSOM EQUIPMENT	\$174,052.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/05/2025	5959	PARKS & RECREATION	As Directed

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

12:01 PM, WEDNESDAY, JUNE 25, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 EA	STREET SWEEPER-SIDEWALK SWEEPER/CLEANER Street Sweeper-Sidewalk Sweeper/Cleaner Hako CityMaster 1650 or Equal See the following and attached for detailed specifications. MAKE _____ MODEL _____ Provide literature on product bid. Quote pricing delivered FOB Mobile. Upon award City will purchase one (1) Street Sweeper-Sidewalk Sweeper/Cleaner. All specifications given as minimums. Vendor to provide no less than four (4) hours of on-site training on the use of/and servicing of the machine received.					
Page 1 of 2			TOTAL			

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

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

Page_____ of _____

Page 438 of 1449

Page_____ of _____

Page 439 of 1449

Hako CityMaster 1650 or equal

- Water cooled 4-cylinder fuel injected diesel engine, 74 horsepower at 5,500 rpm
- Hydrostatic all wheel drive
- Chassis with fully hydraulic articulated steering, fully suspended chassis with coil springs and hydraulic shock absorbers
- attachment quick change system
- hydrostatic brake acting on all four wheels, front disc brake, electrically activated multi disc stop brake at rear axle
- ROPS, 1 person cabin, 2 doors with sliding windows, heating, air conditioning
- Length 151", width 48", height 78"
- 13 gallon fuel tank
- Driving speed 0-24 mph, 0-7 mph in reverse
- Operating panel to include central display showing all machine functions, including a service timer
- One-hand joystick operating system integrated on the armrest
- Height and tilt adjustable steering column
- Foldable wing mirrors, adjustable from inside the cabin
- Water spray system to minimize dust.
- 50-gallon water capacity
- Inner turning radius 51 inches
- Hopper load 2,200 lbs.
- Hopper volume 1.8 cubic yards
- Dump height 60 inches minimum
- LED lights and work lights
- Headlights and tail lights
- Air cushioned driver seat
- 2 broom street sweeping system with circulating water system offering maximum dust control to ensure clean exhaust air; 35 inch brush diameter, adjustable brush speed from 0-100% and a maximum speed of 120 rpm, adjustable brush pressure
- Attached Vacuum hose for manual debris collection as needed. Hose to be attached to and carried inside or on the sweeper
- Double-joint broom arm
- Adjustable sweeping width, 62 - 88 inches

- Pressure washer system with handgun and hose, minimum 3.3 gpm @1,700 psi
- Quick change, tool free scrub brush attachment for wet cleaning hard surfaces, minimum cleaning width 48 inches, unit will be carried on Sweeper
- Roller stand for scrub brush storage at vehicle storage lot, when the unit is not carried on Sweeper
- Camera system to provide a 360 degree view and automatically provide a view to the side when turning
- Turn signals, horn, windshield wiper and washer
- Must have a relationship with a local dealership that can supply parts and do warranty work
- Minimum 1 year warranty; provide cost of extended warranty options



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: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 2025 New Way XTR 31 cu yard side load garbage truck on Mack LR chassis for Sanitation Dept.

Amount of Contract:

\$397,265.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250711 Sansom2 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 New Way XTR 31
cu yard side load garbage truck on Mack LR chassis for Sanitation Dept.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$397,265.00

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: 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>24360</u>	2025	(F7000) MOTOR POOL	2025 NEW WAY XTR 31 CU YD SIDE LOAD GARBAGE TRUCK ON MACK LR CHASSIS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$397,265.00	(<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 00024360-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADING REFUSE BODY-31 CUBIC YARD CAPACITY AS FOLLOWS: SEVERE DUTY REFUSE PACKAGE:7GA AR HOPPER FLR &SIDE LINEER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR &GA AR450 32" INTO MBODY, 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 HOPPER AND (1) CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-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 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	1.00 EACH	397265.00000	397265.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024360-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	PINS;FRONT REMOTE GREASE ZERRKS-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 20LB.-LH/RH BODY MOUNTED;FREIGHT TO BE PROVIDED ON A MACK LR CHASSIS AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE SECQ8802 DATED 7-11-2025 Additional Description Notes ----- 2025 OR NEWER NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADING REFUSE BODY-31 CUBIC YARD CAPACITY AS FOLLOWS: SEVERE DUTY REFUSE PACKAGE:7GA AR HOPPER FLR &SIDE LINEER, FORWARD PANEL OF BODY SIDE WALL 7GA AR 450, BODY FLOOR &GA AR450 32" INTO MBODY, 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 HOPPER AND (1) CURBSIDE TOWARD ARM;LED BEACON STROBE LIGHT (SURFACE MOUNT, MID-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 FRONT OF BODY-BULKHEAD; SAFETY VISION QUAD CAMERA SYSTEM W/7" COLOR MONITOR-ARM, LH BLINDSPOT, HOPPER & REARVIEW;REMOTE GREASE ZERRKS TAILGATE AND UPPER CYLINDER HINGE PINS;FRONT REMOTE GREASE ZERRKS-SYSTEM PACKER & BODY LIFT PINS;ARM CONTROLS ROCKER SWITCHES UNDER SEAT;ELECTRONIC HYDRAULIC FILTER BY-PASS INDICATOR IN CAB;ARM EXTENDED			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024360-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Released	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
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	AUDIBLE ALARM;QUICK DISCONNECT HYDRAULIC PRESSURE GAUGE;(2) FIRE EXTINGUISHERS 20LB.-LH/RH BODY MOUNTED;FREIGHT;NEW KENWORTH L770 CABOVER CHASSIS			

AS REQUESTED BY 2090-SANITATION

1	1000.40.20.2070.2090.2070.0000.0000.45040.	397265.00
---	--	-----------

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	397265.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	397265.00	1127459.50
SANITATION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
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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.

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: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for four Ford F150 Supercrew 4WD pickup trucks for Engineering Dept.

Amount of Contract:

\$179,408.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250711 Stivers Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 orders to Stivers Ford Lincoln Inc for four Ford F150 Supercrew
4WD pickup trucks for Engineering Dept.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$179,408.00

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>27062</u>	2025	(F7000) MOTOR POOL	FOUR 2025 OR NEWER FORD F150 SUPERCREW 4WD PICKUP TRUCKS FOR ENGINEERING DEPARTMENT (AL STATE CONTRACT)	\$179,408.00	<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 00027062-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. 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
07/08/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 FORD F-150 4x4 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; OPTIONS W1L 924 P12 LED WT1 TB2 SL1 AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-15 101A XL EQUIPMENT GROUP: VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING PRIVACY GLASS; POWER INVERTOR; 4 CORNER LED STROBE LIGHTS; ALL WEATHER RUBBER MATS; TOOL BOX-DEEP WELL (18") SPRAY-IN BED LINER (5-1/2' BED) Additional Description Notes ----- 2025 FORD F-150 4x4 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO;	4.00 EACH	44508.00000	178032.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027062-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. 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
07/08/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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; 101A XL EQUIPMENT GROUP: VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING PRIVACY GLASS; POWER INVERTOR; 4 CORNER LED STROBE LIGHTS; ALL WEATHER RUBBER MATS; TOOL BOX-DEEP WELL (18") SPRAY-IN BED LINER (5-1/2' BED) AS REQUESTED BY 3005-ENGINEERING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027062-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. 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
07/08/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.3005.3005.3005.0000.0000.45040.			178032.00

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	4.00 EACH	344.00000	1376.00
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Vendor Item
 Inventory Item/Loc 14009

1 1000.45.20.3005.3005.3005.0000.0000.45040.	1376.00
--	---------

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 00027062-00 FY 2025 Acct No: 1000.45.20.3005.3005.3005.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 4

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
07/08/25	292393				MOTOR POOL

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

Requisition Link

Requisition Total 179408.00

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

Account	Amount	Remaining Budget
1000.45.20.3005.3005.3005.0000.0000.45040.		
ENGINEERING EXP	179408.00	307215.22
	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	07/09/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/09/25	SHONNDA SMITH	
Approved	07/09/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/11/25	JOHN FORRESTER	
Approved	07/11/25	NICHOLAS AMBERGER	Auto approved by: 910513653
Approved	07/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/11/25	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	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	37,525.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [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 Transit Cargo Van	220000003128-10	43,037.00	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	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tarkett USA Inc for new flooring for National Maritime Museum Skyline Suite conference room.

Amount of Contract:

\$78,809.41

Funding Source

Capital - Maritime Museum Skyline Suite

ATTACHMENTS:

1. 20250711 Tarkett Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 Tarkett USA Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tarkett USA Inc for new flooring for National Maritime
Museum Skyline Suite conference room
Capital - Maritime Museum Skyline Suite

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$78,809.41

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>26650</u>	2025	(3032) ARCHITECTURAL ENGINEERING	NEW FLOORING FOR NATIONAL MARITIME MUSEUM SKYLINE SUITE CONFERENCE ROOM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$78,809.41	<u>(296490)</u> <u>TARKETT USA</u> <u>INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG 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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND THE SOURCEWELL CONTRACT 080819-TFU EXPIRES 8-9-2027 LUSH GARDEN POWERBOND CUSHION DR, TOASTED TAUPE	324.00 YARD	26.00000	8424.00
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1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			8424.00
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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

002	C-16E POWERBOND ROLL GOODS ADHESIVE 4 GAL	7.00 EACH	93.32000	653.24
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1	2000.80.00.0000.0000.0000.0000.48010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E F623-001	.CONSTRUCTN.			653.24

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

003 C-36E FLOOR PRIMER 4 GAL	35.00 EACH	63.68000	2228.80
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.		2228.80
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004 #54	SEAM WELD - QT	2.00 EACH	16.50000	33.00
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			33.00

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

005 #77	SEAM CLEANER QT	1.00 EACH	23.45000	23.45
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			23.45

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

006 EVENT LVT HIROKI OAK	3132.00 FOOT	3.15000	9865.80
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			9865.80
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
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Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

007 959HM ADHESIVE	6.00 EACH	164.83000	988.98
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			988.98
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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

008 CARPET INSTALLATION - POWERBOND	308.00 YARD	8.34000	2568.72
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			2568.72
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			
009 INSTALL PRIMER	2772.00 FOOT	0.94000	2605.68
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			2605.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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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

010 LVT - INSTALLATION	3100.00 FOOT	3.54000	10974.00
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			10974.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

011 ADHESIVE REMOVAL	5872.00 FOOT	1.11000	6517.92
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.	6517.92
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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

012 CARPET REMOVAL - MODULAR TILE	652.00 YARD	4.17000	2718.84
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1 2000.80.00.0000.0000.0000.0000.48010.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E F623-001 .CONSTRUCTN.			2718.84

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

013	CONCRETE SUBSTRATE CRACK & JOINT MITIGATION - MATERIALS	150.00 FOOT	0.26000	39.00
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1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			39.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014	CONCRETE SUBSTRATE CRACK & JOINT MITIGATION - LABOR	150.00 FOOT	0.55000	82.50
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			82.50
	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			

015	REMOVAL AND DISPOSAL OF COVE BASE	970.00 EACH	0.57000	552.90
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 11
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			552.90

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

016 FLOORING DISPOSAL	652.00 YARD	0.80000	521.60
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1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.		521.60
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

017 4" RUBBER/VINYL COVE BASE - FURNISH & INSTALL	920.00 FOOT	2.82000	2594.40
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			2594.40
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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

018 HOURLY LABOR (FOR ANY SERVICE NOT OTHERWISE LISTED ON THIS PRICE	40.00 HOUR	206.71000	8268.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 13
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
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 JODY.RUSSELL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account LIST)	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			8268.40
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				
019	FURNITURE REMOVAL/REPLACEMENT	300.00 YARD	4.79000	1437.00
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			1437.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 14
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
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 MOBILE, AL 36644
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

020 MAJOR FLOOR PREPARATION (TO INCLUDE SELF-LEVELING) MATERIAL ONLY (55S/S PER 55# BAG)	3500.00 EACH	1.55000	5425.00
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1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			5425.00
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Ship To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

021	MAJOR FLOOR PREPARATION (TO INCLUDE SELF-LEVELING) LABOR ONLY (55S/S PER 55# BAG)	3500.00 FOOT	1.55000	5425.00
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			5425.00

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

022	ADDITIONAL COST FOR AFTER INSTALLATION	308.00 YARD	5.24000	1613.92
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 16
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG 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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			1613.92
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			
023 SUBFLOOR PREP LABOR (SKIMCOAT)	2372.00 FOOT	0.26000	616.72
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			616.72

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 17
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG 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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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			
024 TRANSITION STRIPS AND LABOR	350.00 FEET	4.29000	1501.50
1 2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			1501.50

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 18
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Vendor TARKETT USA INC. 1735 CLEVELAND HWY DALTON, GA 30721 Tel#251 604 6897	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 JODY.RUSSELL@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
025	SUBFLOOR PREP MATERIALS	2372.00 FEET	0.95000	2253.40
1	2000.80.00.0000.0000.0000.0000.48010. E F623-001 .CONSTRUCTN.			2253.40

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

026	PROVID AND PERFORM MOISTURE TESTING	4.00 EACH	218.91000	875.64
1	2000.80.00.0000.0000.0000.0000.48010.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 19
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Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

 DALTON, GA 30721
 Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E F623-001	.CONSTRUCTN.			875.64

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

Requisition Total 78809.41

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

Account	Amount	Remaining Budget
E F623-001 .CONSTRUCTN.	78809.41	36190.59

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	78809.41	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026650-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released
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Page 20

Vendor
 TARKETT USA INC.
 1735 CLEVELAND HWY

DALTON, GA 30721

Tel#251 604 6897

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 JODY.RUSSELL@CITYOFMOBILE.ORG

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
06/30/25	296490				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/30/25 BAYNE DUNAWAY			
Approved	06/30/25 KAREN POTH			
Approved	06/30/25 BRENDA RHODES			
Approved	06/30/25 TIFFANY HOLLINS			
Approved	06/30/25 RELYA MALLORY			
Queued	06/30/25 DONALD ROSE			
Queued	06/30/25 SANDRA LEWIS			
Queued	06/30/25 STEVEN KRONINGER			
Queued	06/30/25 JOHNNIE HARRUB			
Queued	06/30/25 SAMANTHA COOLEY			
Queued	06/30/25 ANNE FOLEY			
Queued	06/30/25 JOHN PAINE			

Auto approved by: 910518571
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034
 Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

Tarkett

Solution SPECtrum Flooring

#061323-TFU

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.[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

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 061323-TFU-Price Information](#)

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team, or call 877-585-9706.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 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: July 29, 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 Temple Inc for nine traffic signal equipment cabinets for Traffic Engineering.

Amount of Contract:

\$121,731.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Temple Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 July 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 Temple, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Temple Inc for nine traffic signal equipment cabinets for
Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$121,731.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5962

How many bidders received bid packages (if applicable): 5 +web

How many bidders submitted bids (if applicable): 3

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>25157</u>	2025	(2060) TRAFFIC ENGINEERING	NINE TRAFFIC SIGNAL EQUIPMENT CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5962)	\$121,731.00	<u>(280034) TEMPLE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025157-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY BID 5962 AND YOUR BID RESPONSE TS2 Type 1 8Ø 4 Ped 4 OL, Base Mounted Cabinet Assembly to include 16 Load Switches, 8 Flash Relays, NEMA Flasher, 3 BIU Modules, 1 Cabinet Power Supply, 1 - 16 Channel Detector Card Rack, Back up Generator Receptacle, Cabinet Interior Painted white w/ black lettering Vendor Item	6.00 EACH	13594.00000	81564.00
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1	1000.40.20.3005.2060.3005.0000.0000.44020.			81564.00
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Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025157-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
002 TS2 Type 1 8Ø 4 Ped or 4 OL, Pole or Base Mount Cabinet to include 12 Load Switches, 6 Flash Relays, NEMA Flasher 3 BIU Modules 1 Cabinet Power Supply, 1 - 16 Channel Detector Rack. Back up Generator Receptacle, Cabinet Interior Painted white w/ Black lettering Vendor Item	3.00 EACH	13389.00000	40167.00

1 1000.40.20.3005.2060.3005.0000.0000.44020.	40167.00
--	----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	121731.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025157-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor TEMPLE INC P O BOX 2066 DECATUR, AL 35602 Tel#256-353-3820 Fax 256-353-3351	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	280034				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	121731.00	109235.06
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Cancelled	07/11/25	SANDRA LEWIS	GL Allocation, GL Allocation c
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	07/11/25	DONALD ROSE	Auto approved by: 910518227
Approved	07/11/25	SANDRA LEWIS	
Approved	07/11/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/11/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	07/11/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	07/11/25	ANNE FOLEY	Auto approved by: 910518227
Approved	07/11/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5962

TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS

Line	DESCRIPTION	VENDORS	TEMPLE, INC	SOUTHERN LIGHTING & TRAFFIC SYSTEMS	CUBIC ITS, INC	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS
1	TS2-TYPE 1 TS2-TYPE 1 80 4 PED 4 OL, BASE MOUNTED CABINET ASSEMBLY TO INCLUDE SIXTEEN (16) LOAD SWITCHES, EIGHT (8) FLASH RELAYS, NEVA FLASHER, THREE (3) BIU MODULES, ONE (1) CABINET POWER SUPPLY, ONE (1) 16 CHANNEL DETECTOR CARD RACK, BACK-UP GENERATOR RECEPTACLE, CABINET INTERIOR PAINTED WHITE WITH BLACK LETTERING		\$ 13,594.00	\$ 15,985.00	\$ 16,159.50	NO BID	NO BID
2	TS2-TYPE 1 TS2-TYPE 1 80 4 PED 4 OL, POLE OR BASE MOUNTED CABINET TO INCLUDE TWELVE (12) LOAD SWITCHES, SIX (6) FLASH RELAYS, NEVA FLASHER, THREE (3) BIU MODULES, ONE (1) CABINET POWER SUPPLY, ONE (1) 16 CHANNEL DETECTOR CARD RACK, BACK-UP GENERATOR RECEPTACLE, CABINET INTERIOR PAINTED WHITE WITH BLACK LETTERING		\$ 13,389.00	\$ 15,965.00	\$ 14,422.50	NO BID	NO BID

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3					
QTY 1-10	TS2-Type I TS2 Type 1 80 4 Ped 4 OL, Base Mounted Cabinet Assembly to include sixteen (16) Load Switches, eight (8) Flash Relays, NEMA Fasher, three (3) BIU Modules, one (1) Cabinet Power Supply, one (1) 16-Channel Detector Card Rack, Back-Up Generator Receptacle, cabinet interior painted white with black lettering Make _____ Model _____ Unit Price \$ _____					
QTY 1-5	TS2-Type I TS2 Type 1 80 4 Ped or 4 OL, Pole or Base Mount Cabinet to include twelve (12) Load Switches, six (6) Flash Relays, NEMA Flasher, three (3) BIU Modules, one (1) Cabinet Power Supply, one (1) 16-Channel Detector Rack, Back-Up Generator Receptable, cabinet interior painted white with black lettering Make _____ Model _____ Unit Price \$ _____ THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS. 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 competed 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. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE

SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

1. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic

Control Systems" or latest revisions and shall conform to the requirements specified within these specifications.

All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

Amps Alternating Current

ANSI American National Standards Institute

ASTM American Society for Testing Materials

AWG American Wire Gage

DC Direct Current

HZ Hertz

IMSA International Municipal Signal Association

ITE Institute of Transportation Engineers

LED Light Emitting Diode

MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NESC National Electrical Safety Code Underwriters Laboratories

V Volts

VA Volt Amps

W Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

11. Cabinet Assembly

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An

Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

Cabinet Assembly

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.

A cabinet assembly shall consist of, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. it shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.

The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.

The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.

The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door

shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless-steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull-out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull-out drawer shall have a non-slip surface, provide an approximate 16-inch x 14 inch working area and have the ability to bear a constant 25-pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copies of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch,

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8-inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross-sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 — 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

A thermostatically controlled power vent and fan shall be provided* The thermostat shall activate the fan at 110 O F and de-activate the fan at 90 O F with an accuracy of ± 5 O F.

13. IDENTIFICATION PLATE.

An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1-inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

Manufacturer/s name —All equipment installed cabinet

Date of Manufacture

Wiring Schematics Number

Controller Model Number

Controller Serial Number

Conflict Monitor Model Number

Conflict Monitor Serial Number

Time Base Coordinator Model Number (If applicable)

Time Base Coordinator Serial Number (If applicable)

Communication Unit Model Number (If applicable)

Communication Unit Serial Number (if applicable)

Master Model Number (If applicable)

Master Serial Number (If applicable) Time Clocks Model Number (If applicable)

Time Clocks Serial Number (If applicable)

(c) AUXILIARY DEVICES.

1. GENERAL.

Auxiliary devices shall conform to the requirements of NEMA Standard Publication NO. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight-pin spade plug base.

4. SOLID STATE LOAD SWITCH.

The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 O F. The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.

A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

Terminal connections used on solid wire shall be soldered.

10. WIRING.

Wiring with controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white. All wiring to chassis ground shall be colored green.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

12. DETECTOR PANEL.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips•

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.

A 16 channel Detector Card Rack shall be hardwired to receive inputs from loop panel for input to controller.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split With separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges.

Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phases shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only). Controller ON/OFF switch interrupting power only to controller.

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RIJN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

A circuit breaker shall be furnished. Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.

Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly,

The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

19a. TRANSFER SWITCH

Cabinet shall have an external recessed and lockable 30 amp 125 VAC receptacle (equivalent to a Hubbell 2615) capable of cord connecting a generator for operation. The transfer switch shall be an automatic type (equivalent to a Magnecraft 50-1289-1) swapping between Utility and Generator based on the supply source.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or jn circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING.

All NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publication No. TS 2-2016. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL).

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).

Unit shall contain a minimum of three active clamping Stages.

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Parallel impedance of limiters shall be less than 0.15 ohms.

- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kv per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC,

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.

Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the unit's AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty-five 20 kA (8 X 20 us) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20-kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V ACP 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency Insertion Loss (dB)

60 Hz

10 kHz 34

50 kHz 55

100 kHz 76

500 kHz 68

2 MHz 58

5 MHz 58

10 MHz 58

20 MHz 63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω .

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 m Ω .

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two-stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(g) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

Controller circuit diagrams and schematics; Controller Operations Manual;

Conflict Monitor diagrams and schematics.

Flasher diagrams and schematics;

Load Relay diagrams and schematics;

- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to. Cabinet prints shall show every connector. Cabinet shall have all Load Switch and Relay bays populated with equipment intended for its purpose.



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: July 29, 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 Ward International Trucks LLC for one 2024 or newer Isuzu NPR crew cab 16 ft box truck with lift gate for Motor Pool..

Amount of Contract:

\$86,458.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250714 Ward Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 July 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 Ward International Trucks LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Ward International Trucks LLC for one 2024 or newer
Isuzu NPR crew cab 16 ft box truck with lift gate for Motor Pool..
General fund motor pool.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$86,458.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5944

How many bidders received bid packages (if applicable): + web

How many bidders submitted bids (if applicable): 4

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

10% local price preference

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>27303</u>	2025	(F7000) MOTOR POOL	ONE 2024 OR NEWER ISUZU NPR CREW CAB 16FT BOX TRUCK WITH LIFT GATE FOR MOTOR POOL (SEALED BID 5955)	\$86,458.00	<u>(232872) WARD INTERNATIONAL TRUCKS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027303-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 1
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Vendor WARD INTERNATIONAL TRUCKS LLC P O BOX 50375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	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
07/11/25	232872				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2024 OR NEWER ISUZU NPR BOX TRUCK AS FOLLOWS: 2024 ISUZU NPR (GASOLINE) 4x2 CREW CAB CHASSIS W/16 FT DRY VAN BODY AND TOMMY GATE MODEL 89-20A LIFTGATE (2,000 POUND CAPACITY). PRICE INCLUDES A 5-YEAR 100,000 MILE ISUZU N SERIES EXTENDED WARRANTY. VENDOR TO PROVIDE 2024 OR NEW ISUZU NPR CHASSIS WITH 6.6L GASOLINE ENGINE AND MORGAN VSD08516096 - 16 FT BODY AS PER CITY OF MOBILE BID #5944 AND YOUR QUOTE Additional Description Notes	1.00 EACH	86458.00000	86458.00

2024 OR NEWER ISUZU NPR BOX TRUCK AS FOLLOWS:

2024 ISUZU NPR (GASOLINE) 4x2 CREW CAB CHASSIS W/16 FT DRY VAN BODY AND TOMMY GATE MODEL 89-20A LIFTGATE (2,000 POUND CAPACITY). PRICE INCLUDES A 5-YEAR 100,000 MILE ISUZU N SERIES EXTENDED WARRANTY.

AS REQUESTED BY: 7000-MOTOR POOL

1 7000.40.20.0000.0000.2070.0000.0000.45040.	86458.00
--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00027303-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45040. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor WARD INTERNATIONAL TRUCKS LLC P O BOX 50375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	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
07/11/25	232872				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 86458.00

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

Account 7000.40.20.0000.0000.2070.0000.0000.45040. MOTOR POOL EXP	Amount 86458.00 MOTOR POOL BUDGET RATE	Remaining Budget 2181486.54
---	--	------------------------------------

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

Activity	Date	Clerk	Comment
Queued	07/11/25	MATTHEW ANDERSON	
Queued	07/11/25	SHONNDA SMITH	
Queued	07/11/25	CHERI BOUCHER	
Queued	07/11/25	TRAVESIA AGEE	
Queued	07/11/25	CHARLES SUMRALL	
Pending		MATTHEW ANDERSON	
Pending		SHONNDA SMITH	

BID TABULATION FOR BID #5955
16' BOX TRUCK ON CAB OVER CHASSIS

	ACTUAL BID	LOCAL VENDOR ADJUSTMENT
WARD INTERNATIONAL <i>ISUZU NPR/MORGAN BODY</i>	\$86,458.00	-
ALAN JAY AUTOMOTIVE <i>CHEVY LCF 5500</i>	\$84,538.00	\$92,991.80
ML UTILITIES, LLC <i>ISUZU NPR/COMPLETE BODY</i>	\$87,345.86	\$96,079.50
TECHNOLOGY INTERNATIONAL <i>ISUZU NPR/METRO BODY</i>	\$96,350.00	\$105,985.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/30/2025	5955	Motor Pool	TO BE SPECIFIED

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

12:01 PM, Wednesday, June 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 1-2	16' BOX TRUCK ON CAB OVER CHASSIS WITH GASOLINE ENGINE 16' BOX TRUCK ON CAB OVER CHASSIS WITH GASOLINE ENGINE. 16' DRY FREIGHT VAN/BOX TRUCK BODY WITH LIFT GATE ENGINE CREW CAB CHASSIS WITH GASOLINE ENGINE AS PER THE FOLLOWING AND ATTACHED. CAB AND CHASSIS MAKE _____ MODEL _____ YEAR _____ ENGINE _____ GVW _____ BODY MAKE _____ MODEL _____ YEAR _____ ENGINE _____ GVW _____ Upon award, the City will purchase one (1) cab and chassis with 16' van/box truck body. Price to be good for 90 days after bid opening.					
Page 1 of 2			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <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. If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. THIS BID IS TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Specifications for 16' Dry Freight Van Body mounted on Cab Over Crew Cab Truck Chassis

Chassis Specifications:

Model: 2024 or latest model year Isuzu NPR cab and chassis or equal. 12,000 GVWR. Standard model specifications with power windows and power door locks, air conditioning, rear body dome light switch and AM/FM radio with Bluetooth. Color to be white.

EXCEPTION: _____

Engine: Gasoline, 350 HP 4500 RPM. 425 Lb-Ft Torque 3800 RPM. GMPT 6.6L (400 CID) V8 or equal.

EXCEPTION: _____

Transmission: 6L90-E Hydra-Matic, 6-speed automatic with overdrive.

EXCEPTION: _____

Wheelbase: 176", 114.5" CA.

EXCEPTION: _____

Air Cleaner: Dry paper single element. Air cleaner canister standard with air restriction gauge.

EXCEPTION: _____

Alternator: 170 minimum.

EXCEPTION: _____

Batteries: Single 12-volt maintenance free. 750 CCA battery frame mounted battery box.

EXCEPTION: _____

Exhaust: Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.

EXCEPTION: _____

Front Axle and Suspension: "I" beam axle rated at 6,830 lbs. Includes integral hydraulic power steering. 6,830 lbs. capacity suspension. Includes shock absorbers and stabilizer bar.

EXCEPTION: _____

Rear Axle and Suspension: Axle single-speed with 14,550 lb. capacity with oil lubricated rear wheel bearings. 12,900 lbs. capacity suspension. Includes shock absorbers.

EXCEPTION: _____

Tires and Wheels: 16" X 6" 6-hole disc wheels, painted white. 215/85R16E low rolling resistance tubeless radial tires. All seasons tread.

EXCEPTION: _____

Fuel Tank: 38.6-gallon rectangular fuel tank. Mounted between frame rail with electric fuel pump (mounted in tank). Through the rail fuel fill.

EXCEPTION: _____

Brakes: Dual circuit, vacuum + power assisted hydraulic 4-wheel disc brakes with 4 channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic brake linings.

EXCEPTION: _____

Warranty: To include standard and 60-month 150,000 extended warranty covering engine, transmission, and drive axle. Engine coverage for cylinder block, cylinder head, oil pan, thermostat housing, flywheel, intake and exhaust manifolds, and the following internal parts: oil pump, pistons with rings, crankshaft and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings, front and rear main seals. Transmission coverage includes transmission case and all internal parts. Drive axle coverage includes differential, axle shafts, all seals, and bearings. Road assistance and towing included for covered repairs on the vehicle to the nearest authorized dealer at no additional charge. Include a copy of standard and extended warranty coverage with bid submittal.

Body Specifications:

Body Style: Aluminum dry freight truck body. 16' X 96" wide X 87" high. Rear door 88 wide" X 80" high non-insulated roll up type.

EXCEPTION: _____

Floor: 1 1/8" laminated hardwood floor fastened to subframe with 2 countersunk screws per floorboard per crossmember or equal.

EXCEPTION: _____

Subframe: 3" I-beam crossmembers on 12" centers with 4" long rails or equal.

EXCEPTION: _____

Sidewall: Extruded aluminum top and bottom rails with 1-3/8" deep galvanized steel Z-shaped vertical posts installed on 16" centers. Standard cargo interior includes 4 slats on each side of body full length. Provide rear view camera.

EXCEPTION: _____

Roof: One piece .032 aluminum with anti-snag roof bows on 24" centers.

EXCEPTION: _____

Exterior panels: .040 aluminum pre-painted white.

EXCEPTION: _____

Exterior Lighting: LED sealed clearance lights installed in front corner caps, side top rails and 5 across rear header.

EXCEPTION: _____

Mud Flaps: Include on rear.

EXCEPTION: _____

5" structural bumper with pooched surface and closure plate.

EXCEPTION: _____

Liftgate: Furnish and install Tommy Gate Model 89-20A or equal 2,000 lb capacity rail type liftgate. Platform size 89" wide X 67" deep".



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: July 29, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Attached is a contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Innovating St. Louis Street: Mobile's Technology Corridor project. The McElhenney Construction Company, LLC. 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.

This contract is funded through the subaward agreement for Grant Award #: RDCGR010105-01-02 between the ADCNR and the City of Mobile for the RESTORE Act Direct Component project titled "Innovating St. Louis Street: Mobile's Technology Corridor, which was adopted by City Council on May 26, 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 State of Alabama (acting by and through the Alabama Department of Transportation, which was adopted by City Council on July 02, 2024.

The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:

\$16,797,719.65

Funding Source

G-STLOUIS

ATTACHMENTS:

1. St Louis Street CoverLetter2
2. St Louis Street Resolution
3. MCC St. Louis Contract for RESTORE review #2

REVIEWERS:

Lana Gauthier

Lana Gauthier



July 15, 2025

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and McElhenney Construction Company, LLC, to administer the construction of the Innovating St. Louis Street: Mobile's Technology Corridor project. The McElhenney Construction Company, LLC. 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.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene', is positioned above the printed name.

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

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: McElhenney Construction Company, LLC

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor
COM Project No. 2018-3005-19

Cost: \$16,797,719.65

Adopted:

City Clerk

Project Name: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR, COM PROJECT NO. 2018-3005-19

Bid Opening Date: 6/11/2025



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

- | | |
|-----------|--|
| <u>DW</u> | (1) Attendance at Pre-Bid Meeting |
| <u>DW</u> | (2) Correct project name and information on sealed envelope (see pg. 6) |
| <u>DW</u> | (3) Proof of required State of Alabama Contractor's License (see pg. 5-6) |
| <u>DW</u> | (4) Entire bound bid contract as received from consultant engineer (see pg. 4) |
| <u>DW</u> | (5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links) |
| <u>DW</u> | (6) Bid Bond or Check for 5% of amount bid (max \$10,000) (see pg. 5, 29) |
| <u>DW</u> | (7) DBE Subcontracting and Major Supplier Plan (see page 5; form - pgs. 70-75) |
| <u>DW</u> | (8) E-Verify Affidavit (Form – pg. 76) |
| <u>DW</u> | (9) Accounting of Sales Tax form (pgs. 185-187) |
| <u>DW</u> | (10) Federal-Aid Funded Projects (form – pg. 268-273) |
| <u>DW</u> | (11) UEI Documentation and SAM.gov Verification (see pg. 5 & 12; form – pg. 77) |
| <u>DW</u> | (12) FFATA Disclosure Statement (form – pg. 78) |
| <u>DW</u> | (13) Proposal Form (pgs. 13-28) |

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:

Drew Windham

Job Title:

Project Engineer



INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

PROJECT No. 2018-3005-19

BID DATE - June 11 , 2025



STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 49555
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY 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/RR-S: BRIDGES, H/RR-S: CONCRETE, H/RR-S: DRAINAGE, H/RR-S: PILE DRIVING, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until April 30, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of April, 2025

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carter

CHAIRMAN

216318

CONTENTS

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Contractor's Insurance Certification	Attachment B
Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report.....	Attachment C
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Geotechnical Reports and/or Mix Designs	Attachment F
Tax Exemption	Attachment G
ALDOT Special Provisions.....	Attachment H
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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 pm CT, June 11, 2025** and then publicly opened and read in the Multipurpose Room, Ground Floor, for constructing:

Project No: 2018-3005-19
Project: Innovating St. Louis Street: Mobile's Technology Corridor
Project Description: Street Rehabilitation Improvements

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vise versa), wherever appropriate.

Plans and contract documents may be inspected and obtained from Neel-Schaffer, Inc. 5 Dauphin Street, Suite 200 Mobile, AL 36602 (251.471.2000) upon payment of One Hundred Fifty dollars (\$150.00). 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 3:00 p.m. on June 6, 2025.

A Mandatory Pre-Bid Conference will be held at the Multipurpose Room, 1st Floor, Government Plaza, 205 Government Street, Mobile, Alabama, on June 4, 2025 at 11:00 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 (i.e. entire contract document).

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of 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 (Attachment C).

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 C 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 insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State

License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) 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.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") 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 Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (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 Treasury, 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 Treasury.

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 **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR**, City of Mobile Project No. **2018-3005-19**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids

Advertisement: Wednesday, 05/14/25 - Wednesday, 05/28/25

Mandatory Pre-Bid Meeting: Wednesday, 06/4/25 at 11am, Multipurpose Room, Govt. Plaza Atrium

Pre-Bid Questions Due: Friday, 06/06/25 at 3pm

Bid Opening: Wednesday, 06/11/25 at 2:30pm, Multipurpose Room, Govt. Plaza Atrium

PLEASE PUBLISH IN THESE ISSUES 05/14/25, 05/21/25 and 05/28/25.

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. Bids must remain valid for ninety (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 insure 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. Bonds must remain valid for ninety (90) days after bid opening.

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 **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR**, City of Mobile Project No. **2018-3005-19**, 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 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:

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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") 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 Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (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 Treasury, 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 Treasury.

23. 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 Attachment I, Appendix F for the applicable prevailing wage determination issued by the Department of Labor. See also FHWA-1273 Required Contract Provisions (pg. 265). 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 (UEI) 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 _____

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 Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606, as well as the premises

Project Name: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

Project No: 2018-3005-19

Project Description: Street Rehabilitation and Improvements

Major work items include: Road, Drainage and Water Line Improvements

The Bidder further agrees to construct the improvements by January 31, 2028.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606. In order to receive consideration, the request must be received before 12:00 p.m. on XXXX XX, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2018-3005-19						
INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR						
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
206C-000	REMOVING CONCRETE SIDEWALK (ALL THICKNESSES, INCLUDING SAW CUTTING)	2050	SQUARE YARD	THIRTY ONE DOLLARS AND ONE CENT	\$31.01	\$63,570.50
206C-001	REMOVING CONCRETE PAVEMENT (ALL THICKNESSES, INCLUDING SAW CUTTING)	1000	SQUARE YARD	THIRTY EIGHT DOLLARS AND SIXTEEN CENTS	\$38.16	\$38,160.00
206C-010	REMOVING CONCRETE DRIVEWAY (ALL THICKNESSES, INCLUDING SAW CUTTING)	2040	SQUARE YARD	THIRTY EIGHT DOLLARS AND SIXTEEN CENTS	\$38.16	\$77,646.40
206D-000	REMOVING STORM DRAIN PIPE (ALL KINDS, SIZES AND DEPTHS)	4107	LINEAR FOOT	THIRTY FIVE DOLLARS AND SEVENTY EIGHT CENTS	\$35.78	\$146,948.46
206D-000A	REMOVING UTILITY PIPE (ALL KINDS, SIZES AND DEPTHS)	2500	LINEAR FOOT	THIRTY ONE DOLLARS AND ONE CENT	\$31.01	\$77,525.00
206D-002	REMOVING CURB, GUTTER, AND COMBINATION CURB AND GUTTER (ALL KINDS AND SIZES)	3541	LINEAR FOOT	SEVENTEEN DOLLARS AND FORTY NINE CENTS	\$17.49	\$61,779.09
206D-011	REMOVING FENCE	500	LINEAR FOOT	TWENTY TWO DOLLARS AND THIRTY THREE CENTS	\$22.33	\$11,165.01
206D-030	REMOVING UTILITY LINES	1600	LINEAR FOOT	THIRTY ONE DOLLARS AND ONE CENT	\$31.01	\$55,818.01
206D-034	REMOVING CONCRETE BOX CULVERT	200	LINEAR FOOT	TWO HUNDRED THIRTY SIX DOLLARS AND FORTY FOUR CENTS	\$236.44	\$47,288.00
206D-034A	REMOVING CONCRETE BOX CULVERT TOP	1000	LINEAR FOOT	NINETY NINE DOLLARS AND SIXTY THREE CENTS	\$99.63	\$99,630.00
206E-001	REMOVING INLETS (ALL KINDS, SIZES AND DEPTHS)	52	EACH	NINE HUNDRED THIRTY DOLLARS AND THIRTY TWO CENTS	\$930.32	\$48,376.64
206E-002	REMOVING JUNCTION BOXES (ALL KINDS, SIZES AND DEPTHS)	50	EACH	NINE HUNDRED THIRTY DOLLARS AND THIRTY TWO CENTS	\$930.32	\$46,516.00
206E-022	REMOVING METAL POLE WITH LIGHT	27	EACH	ONE THOUSAND THREE HUNDRED FIFTY NINE DOLLARS AND TWENTY CENTS	\$1,359.20	\$36,698.40
210A-000	UNCLASSIFIED EXCAVATION (EST. AT 7,500 CYP)(SEE NOTE 45 SHEET 2J)	1	LUMP SUM	THREE HUNDRED SIXTY SIX THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS AND NO CENTS	\$366,227.00	\$366,227.00
210A-003	UNCLASSIFIED EXCAVATION (SEE NOTE 46 SHEET 2J)	1000	CUBIC YARD	THIRTY NINE DOLLARS AND SIX CENTS	\$39.06	\$39,060.00
210A-00A	HYDRO EXCAVATION FOR TREE ROOT PROTECTION	30	DAY	THREE THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS AND SIXTY FOUR CENTS	\$3,463.84	\$103,909.20
210D-012	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A-2-4(0) OR A-4-0)	5000	CUBIC YARD	FORTY THREE DOLLARS AND TWO CENTS	\$43.02	\$215,100.00
214A-000	STRUCTURE EXCAVATION	800	CUBIC YARD	TWENTY FOUR DOLLARS AND THIRTY CENTS	\$24.30	\$19,440.00
214B-000	FOUNDATION BACKFILL, LOCAL	250	CUBIC YARD	FORTY FOUR DOLLARS AND SIXTY NINE CENTS	\$44.69	\$11,172.50
214B-001	FOUNDATION BACKFILL, COMMERCIAL	400	CUBIC YARD	ONE HUNDRED FIVE DOLLARS AND FIFTY ONE CENTS	\$105.51	\$42,204.00
230A-000	ROADBED PROCESSING	36.0	ROADBED STATION	ONE THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS AND TWO CENTS	\$1,495.02	\$53,820.72
280A-003	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	60	CUBIC YARD	SEVEN HUNDRED FOURTEEN DOLLARS AND SIXTY ONE CENTS	\$714.61	\$42,878.60
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	22395	SQUARE YARD	FORTY DOLLARS AND THIRTY ONE CENTS	\$40.31	\$902,742.45
401A-000	BITUMINOUS TREATMENT A	15350	SQUARE YARD	ONE DOLLAR AND NINETEEN CENTS	\$1.19	\$18,266.50
405A-000	TACK COAT	2200	GALLON	SEVEN DOLLARS AND SEVENTEEN CENTS	\$7.17	\$15,774.00
408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	8450	SQUARE YARD	SIX DOLLARS AND FIFTEEN CENTS	\$6.15	\$51,867.50
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (220 #/SY)	2700	TON	ONE HUNDRED SIXTY THREE DOLLARS AND THIRTY TWO CENTS	\$183.32	\$494,864.00
424B-451	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (300 #/SY)	2750	TON	ONE HUNDRED FIFTY NINE DOLLARS AND FIFTEEN CENTS	\$159.15	\$437,862.50
424B-455	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	600	TON	ONE HUNDRED FIFTY NINE DOLLARS AND FIFTEEN CENTS	\$159.15	\$95,490.00
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	1000	TON	EIGHTY SIX DOLLARS AND SIXTY THREE CENTS	\$86.63	\$86,630.00
454A-100	CLEANING AND SEALING CONCRETE CULVERT	250	LINEAR FOOT	ONE HUNDRED SEVENTY THREE DOLLARS AND EIGHTEEN CENTS	\$173.18	\$43,295.00
490D-001	CULVERT CORRAL REPAIR	400	SQUARE FOOT	THIRTY EIGHT DOLLARS AND FIFTY FIVE CENTS	\$38.85	\$15,540.00
502A-000	STEEL REINFORCEMENT	150000	LB	TWO DOLLARS AND TWO CENTS	\$2.02	\$303,000.00
524A-011	CULVERT CONCRETE (CAST IN PLACE)	400	CUBIC YARD	NINE HUNDRED TWENTY THREE DOLLARS AND SIXTY FOUR CENTS	\$923.64	\$369,456.00
524A-011A	CULVERT CONCRETE FOR TOP (CAST IN PLACE)	660	CUBIC YARD	NINE HUNDRED NINETEEN DOLLARS AND FORTY ONE CENTS	\$919.41	\$607,816.56
533A-097	15" STORM SEWER PIPE (CLASS 3 R.C.)	37	LINEAR FOOT	FOUR HUNDRED EIGHTY SEVEN DOLLARS AND EIGHTY NINE CENTS	\$487.89	\$18,051.83
533A-098	18" STORM SEWER PIPE (CLASS 3 R.C.)	1053	LINEAR FOOT	ONE HUNDRED EIGHTY FIVE DOLLARS AND SEVENTY CENTS	\$185.70	\$195,542.10
533A-099	24" STORM SEWER PIPE (CLASS 3 R.C.)	432	LINEAR FOOT	TWO HUNDRED ONE DOLLARS AND TWENTY SEVEN CENTS	\$201.27	\$86,948.64
533B-097	18" SPAN, 11" RISE STORM SEWER PIPE (CLASS 3 R.C.)	2070	LINEAR FOOT	ONE HUNDRED SEVENTY NINE DOLLARS AND NINETY NINE CENTS	\$179.99	\$372,579.38
533B-098	22" SPAN, 14" RISE STORM SEWER PIPE (CLASS 3 R.C.)	564	LINEAR FOOT	TWO HUNDRED NINE DOLLARS AND SIXTY CENTS	\$209.60	\$118,214.40
533B-100	36" SPAN, 23" RISE STORM SEWER PIPE (CLASS 3 R.C.)	247	LINEAR FOOT	THREE HUNDRED TEN DOLLARS AND THIRTEEN CENTS	\$310.13	\$76,602.11
534B-000	CLEANING EXISTING STORM DRAINAGE, JUNCTION BOXES AND MANHOLES	20	EACH	FOUR HUNDRED SIXTY ONE DOLLARS AND EIGHTY TWO CENTS	\$461.82	\$9,236.40
534E-000	CLEANING EXISTING CULVERT (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	1000	LINEAR FOOT	THIRTY FOUR DOLLARS AND SIXTY FOUR CENTS	\$34.64	\$34,640.00
600A-000	MOBILIZATION	1	LUMP SUM	ONE MILLION SIX HUNDRED TEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND ELEVEN CENTS	\$1,610,715.11	\$1,610,715.11
618A-000	CONCRETE SIDEWALK, 4" THICK	2950	SQUARE YARD	SIXTY DOLLARS AND FOUR CENTS	\$60.04	\$177,118.08
618A-001	CONCRETE SIDEWALK, 6" THICK	445	SQUARE YARD	EIGHTY THREE DOLLARS AND THIRTEEN CENTS	\$83.13	\$36,992.85
618B-003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	455	SQUARE YARD	EIGHTY SIX DOLLARS AND FIFTY NINE CENTS	\$86.59	\$39,386.45
618C-001	DETECTABLE WARNING SURFACE	1150	SQUARE FOOT	ELEVEN DOLLARS AND FIFTY FIVE CENTS	\$11.56	\$13,282.50
618D-000	CURB RAMP	892	SQUARE YARD	THREE HUNDRED FORTY SIX DOLLARS AND THIRTY SIX CENTS	\$346.36	\$307,290.32
620A-000	MINOR STRUCTURE CONCRETE	40	CUBIC YARD	ONE THOUSAND FIVE HUNDRED DOLLARS AND NINETY ONE CENTS	\$1,500.91	\$60,036.40
621C-015	INLETS, TYPE S1 OR S3 (0 WING) (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	59	EACH	FIVE THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND NO CENTS	\$5,214.00	\$307,626.00

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ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
621C-171	INLETS, TYPE "X" (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	15	EACH	ELEVEN THOUSAND EIGHTY ONE DOLLARS AND NO CENTS	\$11,081.00	\$166,215.00
621C-101	GRATE INLETS (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	4	EACH	SEVEN THOUSAND FIVE HUNDRED FOUR DOLLARS AND FIFTY SIX CENTS	\$7,504.56	\$30,016.24
621E-001	MANHOLES, TYPE M (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	32	EACH	SIX THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY NINE CENTS	\$6,927.29	\$221,873.28
621E-002	MANHOLES, TYPE L (ALL DEPTHS) (SEE NOTE 35 SHEET 2J)	21	EACH	SIX THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY NINE CENTS	\$6,927.29	\$145,473.05
621J-000	CONNECTION TO EXISTING DRAINAGE STRUCTURE	3	EACH	THREE THOUSAND EIGHTY SIX DOLLARS AND NINETY SEVEN CENTS	\$3,086.97	\$9,260.91
623A-001	MANHOLE COVERS RESET (STANDARD)	3	EACH	TWO THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS AND NINETY SIX CENTS	\$2,429.96	\$7,289.88
623A-000	CONCRETE GUTTER	1350	LINEAR FOOT	TWENTY EIGHT DOLLARS AND EIGHTY SIX CENTS	\$28.86	\$38,961.00
623C-003	COMBINATION CURB & GUTTER, TYPE C (MODIFIED) (CITY OF MOBILE STANDARD)	6695	LINEAR FOOT	TWENTY EIGHT DOLLARS AND EIGHTY SIX CENTS	\$28.86	\$196,989.78
637A-001	FENCE RESET (ALL KINDS, TYPES AND HEIGHTS) (PERMANENT)	500	LINEAR FOOT	TWENTY FIVE DOLLARS AND FORTY CENTS	\$25.40	\$12,700.00
641A-514	1 INCH COPPER WATER SERVICE LINE LAID	500	LINEAR FOOT	SEVENTY FIVE DOLLARS AND SEVENTY FIVE CENTS	\$75.75	\$37,875.00
641A-518	2 INCH COPPER WATER SERVICE LINE LAID	1300	LINEAR FOOT	EIGHTY FIVE DOLLARS AND SEVENTY THREE CENTS	\$85.73	\$111,449.00
641A-540	3 INCH POLYETHYLENE WATER SERVICE LINE LAID	300	LINEAR FOOT	SIXTY FIVE DOLLARS AND FIFTY THREE CENTS	\$65.51	\$19,653.00
641A-618	12 INCH DUCTILE IRON WATER MAIN LAID	120	LINEAR FOOT	THREE HUNDRED TWENTY EIGHT DOLLARS AND NINETY FOUR CENTS	\$328.94	\$39,472.80
641A-682	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	520	LINEAR FOOT	ONE HUNDRED SEVENTY TWO DOLLARS AND TWENTY EIGHT CENTS	\$172.28	\$89,585.60
641A-684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	50	LINEAR FOOT	TWO HUNDRED TEN DOLLARS AND FIFTY EIGHT CENTS	\$210.58	\$10,529.00
641A-688	12 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	800	LINEAR FOOT	TWO HUNDRED FIFTY SEVEN DOLLARS AND FORTY SIX CENTS	\$257.46	\$205,988.00
641A-692	16 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	70	LINEAR FOOT	FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS	\$494.50	\$34,615.00
641A-752	12 INCH PVC WATER MAIN LAID	500	LINEAR FOOT	ONE HUNDRED THIRTY DOLLARS AND FIFTY SEVEN CENTS	\$130.57	\$65,285.00
641A-776	8 INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	695	LINEAR FOOT	EIGHTY EIGHT DOLLARS AND SIXTY SIX CENTS	\$88.66	\$78,350.70
641A-778	8 INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	130	LINEAR FOOT	ONE HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY FOUR CENTS	\$188.84	\$24,549.20
641A-782	12 INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	3240	LINEAR FOOT	ONE HUNDRED TWENTY SIX DOLLARS AND NINETY FOUR CENTS	\$126.94	\$411,285.60
641A-784	16 INCH PVC WATER MAIN LAID (RESTRAINED JOINT)	100	LINEAR FOOT	TWO HUNDRED SIXTY SEVEN DOLLARS AND TWELVE CENTS	\$267.12	\$26,712.00
641C-500	DUCTILE IRON FITTINGS	52,430	POUND	TEN DOLLARS AND SEVENTY ONE CENTS	\$10.71	\$561,525.30
641D-500	FIRE HYDRANT	10	EACH	SEVEN THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS AND FIFTY CENTS	\$7,872.50	\$78,725.00
641E-500	FIRE HYDRANT RESET	9	EACH	FOUR THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS AND FIFTY FOUR CENTS	\$4,781.54	\$43,038.60
641J-516	6 INCH GATE VALVE WITH BOX	14	EACH	TWO THOUSAND NINE HUNDRED FIFTY NINE DOLLARS AND THREE CENTS	\$2,959.03	\$41,424.62
641J-522	12 INCH GATE VALVE WITH BOX	45	EACH	SIX THOUSAND FIFTY ONE DOLLARS AND SEVENTY FIVE CENTS	\$6,051.75	\$272,328.75
641L-500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	110	CUBIC YARD	SIX HUNDRED SEVENTY DOLLARS AND EIGHTEEN CENTS	\$670.38	\$73,719.80
641M-512	6 INCH RETAINER GLAND	260	EACH	TWO HUNDRED FORTY FOUR DOLLARS AND THIRTEEN CENTS	\$244.13	\$63,473.80
641M-514	8 INCH RETAINER GLAND	26	EACH	THREE HUNDRED EIGHTY EIGHT DOLLARS AND TWENTY SIX CENTS	\$388.26	\$9,705.50
641M-518	12 INCH RETAINER GLAND	400	EACH	FOUR HUNDRED TWENTY EIGHT DOLLARS AND SEVEN CENTS	\$428.07	\$171,228.00
641M-522	16 INCH RETAINER GLAND	35	EACH	SIX HUNDRED SEVENTY FOUR DOLLARS AND FORTY THREE CENTS	\$674.43	\$23,605.05
641N-510	8 INCH X 6 INCH ADJUSTOR TEE	9	EACH	TWO THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS AND FIFTY TWO CENTS	\$2,863.12	\$14,837.60
641N-540	12 INCH X 8 INCH ANCHOR TEE	9	EACH	THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS AND SIXTY FIVE CENTS	\$3,594.66	\$32,351.80
641O-514	8 INCH X 6 INCH TAPPING VALVE AND SLEEVE	25	EACH	EIGHT THOUSAND THIRTY EIGHT DOLLARS AND SEVENTY ONE CENTS	\$8,038.71	\$200,967.75
641O-596	16 INCH X 16 INCH TAPPING VALVE AND SLEEVE	2	EACH	THIRTY SIX THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND NO CENTS	\$36,383.00	\$72,768.00
641P-520	1 INCH SERVICE TAP	15	EACH	ONE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND TWO CENTS	\$1,513.02	\$22,895.30
641P-530	2 INCH SERVICE TAP	60	EACH	ONE THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND SEVENTY ONE CENTS	\$1,931.71	\$115,902.60
641Q-515	1 INCH WATER METER AND BOX RESET	15	EACH	ONE THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS AND SEVENTY EIGHT CENTS	\$1,434.78	\$21,521.70
641Q-520	2 INCH WATER METER AND BOX SET	50	EACH	TWO THOUSAND THREE DOLLARS AND THIRTY NINE CENTS	\$2,003.39	\$100,169.50
641R-515	1 INCH WATER METER AND BOX RESET	8	EACH	ONE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND THIRTY FOUR CENTS	\$1,444.34	\$8,666.04
641R-520	2 INCH WATER METER AND BOX RESET	10	EACH	ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND FORTY TWO CENTS	\$1,383.42	\$13,834.20
641S-500	VALVE BOX RESET	20	EACH	EIGHT HUNDRED ELEVEN DOLLARS AND SEVENTY SIX CENTS	\$811.76	\$16,235.20
641T-510	8 INCH LINE STOP	60	EACH	FOURTEEN THOUSAND TWENTY NINE DOLLARS AND THREE CENTS	\$14,029.03	\$701,451.50
641T-512	8 INCH LINE STOP	5	EACH	TWENTY TWO THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS AND SEVENTY THREE CENTS	\$22,844.73	\$114,223.65
641T-516	12 INCH LINE STOP	2	EACH	THIRTY FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND SEVENTY CENTS	\$34,790.70	\$69,581.40
641T-520	16 INCH LINE STOP	2	EACH	EIGHTY EIGHT THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS AND TWENTY CENTS	\$88,756.20	\$177,512.40
645E-524	8 INCH PVC STACKS AND LATERALS	500	LINEAR FOOT	SIXTY EIGHT DOLLARS AND EIGHTY ONE CENTS	\$68.81	\$34,405.00
645K-500	MANHOLE FRAME AND COVER RESET	35	EACH	ONE THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS AND SEVENTY THREE CENTS	\$1,398.73	\$48,956.55
645Q-300	SANITARY SEWER CONFLICT (CONCRETE PIER SADDLE SET)	5	EACH	ELEVEN THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS AND FORTY EIGHT CENTS	\$11,545.48	\$57,727.40
645Q-400	SANITARY SEWER CONFLICT (COEXISTENCE JUNCTION BOX)	5	EACH	TWELVE THOUSAND NINE HUNDRED THIRTY NINE DOLLARS AND FORTY EIGHT CENTS	\$12,939.48	\$64,697.40
645Q-500	SANITARY SEWER CONFLICT (CONFLICT JUNCTION BOX)	10	EACH	FOURTEEN THOUSAND THIRTY FOUR DOLLARS AND THIRTY CENTS	\$14,034.30	\$140,343.00
649A-535	12 INCH STEEL ENCASUREMENT PIPE, TYPE 1 INSTALLATION	10	LINEAR FOOT	FOUR HUNDRED EIGHTY ONE DOLLARS AND NINETY ONE CENTS	\$481.91	\$4,819.10
649A-565	20 INCH STEEL ENCASUREMENT PIPE, TYPE 1 INSTALLATION	36	LINEAR FOOT	FIVE HUNDRED EIGHT DOLLARS AND FORTY FIVE CENTS	\$508.45	\$18,304.20
649A-560	24 INCH STEEL ENCASUREMENT PIPE, TYPE 1 INSTALLATION	20	LINEAR FOOT	SIX HUNDRED ONE DOLLARS AND THIRTY SIX CENTS	\$603.36	\$12,027.20
650A-000	TOPSOIL	750	CUBIC YARD	SEVENTY ONE DOLLARS AND FIFTY EIGHT CENTS	\$71.58	\$53,685.00
654A-201	SOLID SODDING (BERMUDA)	500	SQUARE YARD	TEN DOLLARS AND THIRTY THREE CENTS	\$10.33	\$5,165.00
659C-001	ROLLED EROSION CONTROL PRODUCT, TYPE S3	500	SQUARE YARD	THREE DOLLARS AND FORTY SIX CENTS	\$3.46	\$1,730.00
665E-000	POLYETHYLENE	4000	SQUARE YARD	TWO DOLLARS AND THIRTY ONE CENTS	\$2.31	\$9,240.00
666G-000	SAND BAGS	500	EACH	NINE DOLLARS AND TWENTY FOUR CENTS	\$9.24	\$4,620.00
666J-002	BLT FENCE	1000	LINEAR FOOT	FOUR DOLLARS AND NINETY ONE CENTS	\$4.91	\$4,910.00

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INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR						
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
665N-000	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	500	TON	EIGHTY DOLLARS AND THIRTY NINE CENTS	\$80.39	\$40,195.00
665O-001	BILT FENCE REMOVAL	1000	LINEAR FOOT	ONE DOLLAR AND FORTY FOUR CENTS	\$1.44	\$1,440.00
665P-005	INLET PROTECTION, STAGE 3 OR 4	125	EACH	FIVE HUNDRED FORTY EIGHT DOLLARS AND FORTY ONE CENTS	\$548.41	\$68,551.25
665Q-002	WATTLE	2500	LINEAR FOOT	TEN DOLLARS AND NINETY SEVEN CENTS	\$10.97	\$27,425.00
674A-000	CONSTRUCTION SAFETY FENCE (CHAIN-LINK WITH MESH DUST CONTROL PANELS) (SEE NOTE 44 SHEET 2J)	4000	LINEAR FOOT	ELEVEN DOLLARS AND SEVENTY SEVEN CENTS	\$11.77	\$47,080.00
680A-001	GEOMETRIC CONTROLS	1	LUMP SUM	TWO HUNDRED SEVENTY ONE THOUSAND DOLLARS AND NO CENTS	\$271,000.00	\$271,000.00
680A-000	PORTABLE CITY OF MOBILE PROJECT SIGN	1	EACH	TWO HUNDRED NINETY EIGHT DOLLARS AND SIXTY FOUR CENTS	\$298.64	\$298.64
680B-000	PORTABLE TOILET	24	MONTH	TWO HUNDRED THIRTY EIGHT DOLLARS AND NINETY ONE CENTS	\$238.91	\$5,733.84
686A-000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$450,000.00)	1	LUMP SUM	NO DOLLARS AND NO CENTS	\$0.00	\$0.00
701A-227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (SEE PROJECT NOTE 34 SHEET 2J)	1.0	MILE	SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND FIFTEEN CENTS	\$7,718.18	\$7,718.18
701A-230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (SEE PROJECT NOTE 34 SHEET 2J)	.5	MILE	SEVEN THOUSAND SIX HUNDRED FOURTEEN DOLLARS AND TWENTY FOUR CENTS	\$7,614.24	\$3,807.12
701B-205	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (SEE PROJECT NOTE 34 SHEET 2J)	.250	LINEAR FOOT	THREE DOLLARS AND SEVENTY FIVE CENTS	\$3.75	\$897.50
701C-000	BROKEN TEMPORARY TRAFFIC STRIPE	2	MILE	FIVE HUNDRED NINETEEN DOLLARS AND FIFTY FIVE CENTS	\$519.55	\$1,039.10
701C-001	SOLID TEMPORARY TRAFFIC STRIPE	.5	MILE	ONE THOUSAND THIRTY NINE DOLLARS AND NINE CENTS	\$1,039.09	\$5,234.54
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (SEE PROJECT NOTE 34 SHEET 2J)	7055	SQUARE FOOT	EIGHT DOLLARS AND EIGHT CENTS	\$8.06	\$57,004.40
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (SEE PROJECT NOTE 34 SHEET 2J)	150	SQUARE FOOT	EIGHT DOLLARS AND EIGHT CENTS	\$8.06	\$1,212.00
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	14110	SQUARE FOOT	TWO DOLLARS AND THIRTY ONE CENTS	\$2.31	\$32,594.10
703E-001	TEMPORARY TRAFFIC CONTROL LEGENDS	222	SQUARE FOOT	TWO DOLLARS AND THIRTY ONE CENTS	\$2.31	\$512.82
710A-000	ROADWAY SIGNS	770	SQUARE FOOT	FORTY SEVEN DOLLARS AND THIRTY FOUR CENTS	\$47.34	\$36,451.80
710B-000	ROADWAY SIGNPOST (CITY OF MOBILE TYPE "B", COMPLETE IN PLACE)	121	EACH	TWO THOUSAND THREE HUNDRED TWO DOLLARS AND SEVENTEEN CENTS	\$2,302.17	\$278,562.57
710C-000	REMOVAL OF EXISTING ROADWAY SIGNS (TO BE RETURNED TO CITY TRAFFIC ENGINEERING DEPARTMENT)	1	LUMP SUM	SIX THOUSAND SIX HUNDRED THIRTY EIGHT DOLLARS AND SIXTY FIVE CENTS	\$6,638.65	\$6,638.65
740B-000	CONSTRUCTION SIGNS	750	SQUARE FOOT	TEN DOLLARS AND THIRTY NINE CENTS	\$10.38	\$7,792.50
740C-000	SPECIAL CONSTRUCTION SIGNS	250	SQUARE FOOT	THIRTEEN DOLLARS AND EIGHTY FIVE CENTS	\$13.85	\$3,462.50
740D-000	CHANNELIZING DRUMS	300	EACH	FORTY THREE DOLLARS AND EIGHTY SEVEN CENTS	\$43.87	\$13,161.00
740E-000	BOMBS (20 WIDE HIGH)	20.0	EACH	SIXTY FIVE DOLLARS AND FORTY SEVEN CENTS	\$18.47	\$3,694.00
740F-002	BARRICADES, TYPE III	40	EACH	TWO HUNDRED FORTY EIGHT DOLLARS AND TWENTY THREE CENTS	\$248.23	\$9,929.20
742A-001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	6	EACH	EIGHT THOUSAND SIX HUNDRED FIFTY NINE DOLLARS AND ELEVEN CENTS	\$8,659.11	\$51,954.66
745A-000	UNIFORM POLICE OFFICER	3100	HOURLY	FORTY SEVEN DOLLARS AND SEVENTY EIGHT CENTS	\$47.78	\$149,338.00
750B-000	INSTALL LIGHT POLE AND FIXTURE (SUPPLIED BY THE CITY)	133	EACH	ONE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND TWELVE CENTS	\$1,970.12	\$262,025.86
750C-010	POLE FOUNDATION FOR LIGHT POLE	128	EACH	THREE THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS AND THIRTY NINE CENTS	\$3,768.38	\$482,353.92
750D-200	ELECTRICAL JUNCTION BOX, TYPE 1, INSTALLED FLUSH TO GRADE, NON-METALLIC	129	EACH	ONE THOUSAND ONE HUNDRED NINETY DOLLARS AND SIXTY FIVE CENTS	\$1,190.65	\$153,588.85
750E-114	CONDUIT, 1.5" RIGID	5664	LINEAR FOOT	TWENTY TWO DOLLARS AND FIFTY SIX CENTS	\$22.56	\$126,231.04
750E-117	CONDUIT, 3.0" RIGID	150	LINEAR FOOT	SEVENTY EIGHT DOLLARS AND FIFTEEN CENTS	\$78.18	\$11,727.50
750F-023	CONDUCTOR, #6 AWG	7777	LINEAR FOOT	FOUR DOLLARS AND FIFTY THREE CENTS	\$4.53	\$35,229.81
750F-024	CONDUCTOR, #6 AWG	28996	LINEAR FOOT	FIVE DOLLARS AND TWO CENTS	\$5.02	\$144,053.92
750F-026	CONDUCTOR, #2 AWG	2412	LINEAR FOOT	EIGHT DOLLARS AND SIXTY CENTS	\$8.60	\$20,743.20
750I-018	LIGHTING CONTROL CENTER, SPECIAL	3	EACH	THIRTY THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND NINE CENTS	\$30,454.09	\$91,362.27
750I-018(A)	LIGHTING CONTROL CENTER MODIFICATIONS	1	EACH	FOUR THOUSAND FIVE HUNDRED FORTY ONE DOLLARS AND SEVENTY SIX CENTS	\$4,541.78	\$4,541.78
758A-019	1.5" ELECTRICIAN CONDUIT, 1 LINE, TYPE 5	2093	LINEAR FOOT	FORTY FOUR DOLLARS AND TWENTY TWO CENTS	\$44.22	\$92,552.48
990A-000	VACUUM SWEEPER TRUCK (SEE NOTE 14 SHEET 2K)	12	MONTH	TWO HUNDRED NINETY EIGHT DOLLARS AND SIXTY FOUR CENTS	\$298.64	\$3,583.68
990A-001	WATER TRUCK (SEE NOTE 14 SHEET 2K)	24	MONTH	FIVE HUNDRED NINETY SEVEN DOLLARS AND TWENTY SEVEN CENTS	\$597.21	\$14,334.48
LS-1	TOPSOL FOR PLANT HOLES, CONTRACTOR FURNISHED	10	CUBIC YARD	ONE HUNDRED FORTY FOUR DOLLARS AND THIRTY TWO CENTS	\$144.32	\$1,443.20
LS-2	WATERING FOR LANDSCAPING	60	K GAL	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$35,352.00
LS-3	TREE PLANTING, GINKGO BILOBA (30 GALLON)	5	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$2,209.50
LS-4	TREE PLANTING, ADAMI PRODE IT MAPLE (30 GALLON)	6	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$2,651.40
LS-5	TREE PLANTING, SWEETBAY MAGNOLIA (30 GALLON)	8	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$3,535.20
LS-6	TREE PLANTING, POSSUMHAW HOLLY (30 GALLON)	11	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$4,860.90
LS-7	TREE PLANTING, LILAC CHASTE TREE (30 GALLON)	6	EACH	FOUR HUNDRED FORTY ONE DOLLARS AND NINETY CENTS	\$441.90	\$2,651.40
LS-8	TREE PLANTING, YAUPOIN HOLL, DODD SELECTION (30 GALLON)	10	EACH	FIVE HUNDRED TEN DOLLARS AND TWO CENTS	\$510.02	\$5,100.20
LS-9	SHRUB PLANTING, SHIMP CAMELLIA (3 GALLON)	210	EACH	THIRTY DOLLARS AND SIXTY CENTS	\$30.60	\$6,426.00
LS-10	SHRUB PLANTING, DRIFT ROSE 90 IN (3 GALLON)	125	EACH	TWENTY NINE DOLLARS AND SEVENTY THREE CENTS	\$29.73	\$3,716.25
LS-11	SHRUB PLANTING, DWARF OLEANDER (3 GALLON)	130	EACH	THIRTY ONE DOLLARS AND FORTY SIX CENTS	\$31.46	\$4,089.80
LS-12	SHRUB PLANTING, PURPLE DIAMOND DWARF LOROPETALUM (3 GALLON)	100	EACH	THIRTY ONE DOLLARS AND FORTY SIX CENTS	\$31.46	\$3,146.00
LS-13	SHRUB PLANTING, DWARF PINK MUHLY GRASS (3 GALLON)	140	EACH	TWENTY TWO DOLLARS AND TWENTY THREE CENTS	\$22.23	\$3,112.20
LS-14	SHRUB PLANTING, AFRICAN LILY (1 GALLON)	110	EACH	NINE DOLLARS AND FIFTY THREE CENTS	\$9.53	\$1,048.30
LS-15	SHRUB PLANTING, BLUE RUG JUNIPER (1 GALLON)	780	EACH	NINE DOLLARS AND EIGHTY FIVE CENTS	\$9.81	\$7,651.80
LS-16	GROUND COVER PLANTING, DWARF MONDO GRASS (4" CONTAINER)	220	EACH	SIX DOLLARS AND SIX CENTS	\$6.08	\$1,337.60
LS-17	GROUND COVER PLANTING, VARIEGATED LIRIOPE (4" CONTAINER)	990	EACH	SIX DOLLARS AND THIRTY FIVE CENTS	\$6.39	\$3,746.50

Project No. 2018-3005-19						
INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR						
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BID PRICE
LS-18	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	2830	EACH	NO DOLLARS AND FORTY EIGHT CENTS	\$0.48	\$1,358.40
LS-19	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 GRAM	810	EACH	NO DOLLARS AND FORTY THREE CENTS	\$0.43	\$348.30
LS-20	TREE BARK MULCH, SURFACE APPLICATION (2" DEPTH)	80	CUBIC YARD	NINETY DOLLARS AND FIVE CENTS	\$80.05	\$7,204.00
LS-21	TREE BARK MULCH, SOIL CONDITIONER (8" DEPTH)	290	CUBIC YARD	SEVENTY SIX DOLLARS AND TWENTY CENTS	\$76.20	\$22,098.00
LS-22	SELECTIVE, PRE-EMERGENT HERBICIDE	50	POUND	FIVE DOLLARS AND SEVENTY SEVEN CENTS	\$5.77	\$288.50
LS-23	SLOW RELEASE NITROGEN FERTILIZER	47	EACH	FORTY NINE DOLLARS AND THIRTY SIX CENTS	\$49.36	\$2,319.92
LS-24	BED PREPARATION	11050	SQUARE FOOT	NO DOLLARS AND THIRTY SEVEN CENTS	\$0.37	\$4,088.50
TOTAL AMOUNT				SIXTEEN MILLION SEVEN HUNDRED NINETY SEVENTHUSAND SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY FIVE CENTS		\$16,797,719.85

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 McElhenney Construction LLC
SIGNATURE [Signature]
DATE 6-11-25

Base Bid

Total (All items listed in Proposal) \$16,797,719.65

Written in words Sixteen Million Seven Hundred Ninety Seven Thousand Seven Hundred Nineteen Dollars and Sixty-Five Cents

Contract End Date January 31, 2028

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder McElhenney Construction Co. LLC J.M.
(If a Corporation)

By J.M.
President

Josh McElhenney
Print

J.M.
Secretary

Josh McElhenney
Print

J.M.
Treasurer

Josh McElhenney
Print

Print

Business Address P PO Box 1409
Theodore, AL 36590

Business Address PO Box 1409
Theodore, AL 36590

Business Address PO Box 1409
Theodore, AL 36590

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: J.M.
Secretary

AL-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 **INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CENTER**, City of Mobile Project No. 2018-3005-19.

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 June 11, 2025 (Date)
McElhenney Construction Company, LLC
By: [Signature] (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

[Signature]
Billie Jo Sanders, Attorney-in-Fact
By [Signature]
Billie Jo Sanders

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 11th day of June, 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 ^{Sixteen Million, Seven Hundred Ninety Seven Thousand, Seven hundred Ninety & 65/100} Dollars (\$ 16,797,719.65) 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 Innovating St. Louis Street: Mobile's Technology Corridor, Project No. 2018-3005-19 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 _____ day of _____
20____.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh McElhenney
(Print)

ITS: _____
(Title)

ATTEST: _____
(Signature)

Robert McDonald
(Print)

ITS: _____
P.M.

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Billie Jo Sanders
(Print)

ITS: _____
(Title)

ATTEST: _____
(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 Sixteen Million, Seven Hundred Ninety Seven Thousand, Seven hundred Nineteen and 65/100 dollars (\$ _____),

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 Innovating St. Louis Street: Mobile's Technology Corridor which agreement is by reference made a part hereof. Project No. 2018-3005-19

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:

Robert M. McDonough
(Signature)
Robert M. McDonough (Print)
ITS: P.M.
(Title)

(Corporate Name)

McElhenney Construction Company, LLC

BY:

Josh M. Elkenney
(Signature)
Josh M. Elkenney (Print)

ITS:

President
(Title)

(Surety sign here) (Corporate name)

Western Surety Company

BY:

Billie Jo Sanders
(Signature)
Billie Jo Sanders
(Print)

ITS:

Attorney-in-Fact
(Title)

ATTEST:

Connie Smith
(Signature)
Connie Smith (Print)
ITS: Witness
(Title)

Corporate Seal

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

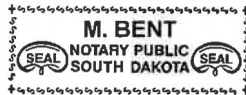
Larry Kasten, Vice President

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 / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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 those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. 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.
- 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, 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(c) 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 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 maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
14. 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.
15. 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 sections of Items 104 and 107. There will be no compensation for this work.
16. 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.
17. 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).

18. 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. 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 Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond 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. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site.

Disposal of construction materials and debris is specified in 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. 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.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations. The contractor shall keep a water truck on-site at all times and shall be expected to water all disturbed areas at least once a day in order to keep dust under control.
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. 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 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.
36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
37. 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.
38. 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.
39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
40. 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.
41. 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.
42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
43. There shall be **NO** adjustment to fuel or asphalt index for this project.
44. 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, trackless tack, shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 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. Gutter cleaning will be a subsidiary obligation to pay items 424A-360, 424B-651 and 424B-655.
64. 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 _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Company, LLC 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:

Project Name: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

Project No: 2018-3005-19

Project Description: Street Rehabilitation and Improvements

Major work items include: Roadway, Drainage and Water Line Improvements

City of Mobile Project Number **2018-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$16,797,719.65) 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 **Neel-Schaffer, Inc. 851 East I-65 Service Road South, Suite 1000, Mobile, AL 36606.**

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 shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a design professional as described in §41-9A-3, Code of Alabama (1975).

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- 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 from federal, state and city funds. Said funds are not 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.

NON-DISCRIMINATION REQUIREMENTS:

(29) 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 non-discrimination 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.

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(31) The City utilizes eBuilder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(32) The contractor 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. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor 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 and subcontractors, 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. Any reports, publications, and data sets from any research conducted under this Award.

(33) 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.

(34) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(35) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE:

(36) Access to Records

- i. The 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.
- ii. Contractor must 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.

Access to the Recipient's Sites

(37) 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.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(38) For Cause

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; 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, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

(39) 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 Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(40) 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 90 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:

(41)

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. 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.
 - a. 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.
 - b. 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.
 - c. 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.

B. 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:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.

2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. 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.
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.

EQUAL EMPLOYMENT:

(42) **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.

INDEMNIFICATION

(43) 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.

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)

6/16/25

DATE

Corporate Seal

STATE OF ALABAMA }

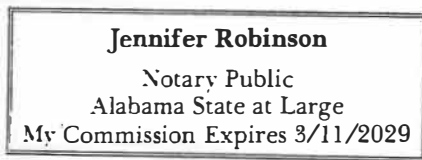
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Josh McElhenney, whose name is signed to the foregoing instrument in the capacity
of President of McElhenney Construction 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 16th day of June, ~~2023~~ 2025

[Signature]

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to 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.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER): PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals

necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

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. 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:

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. 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

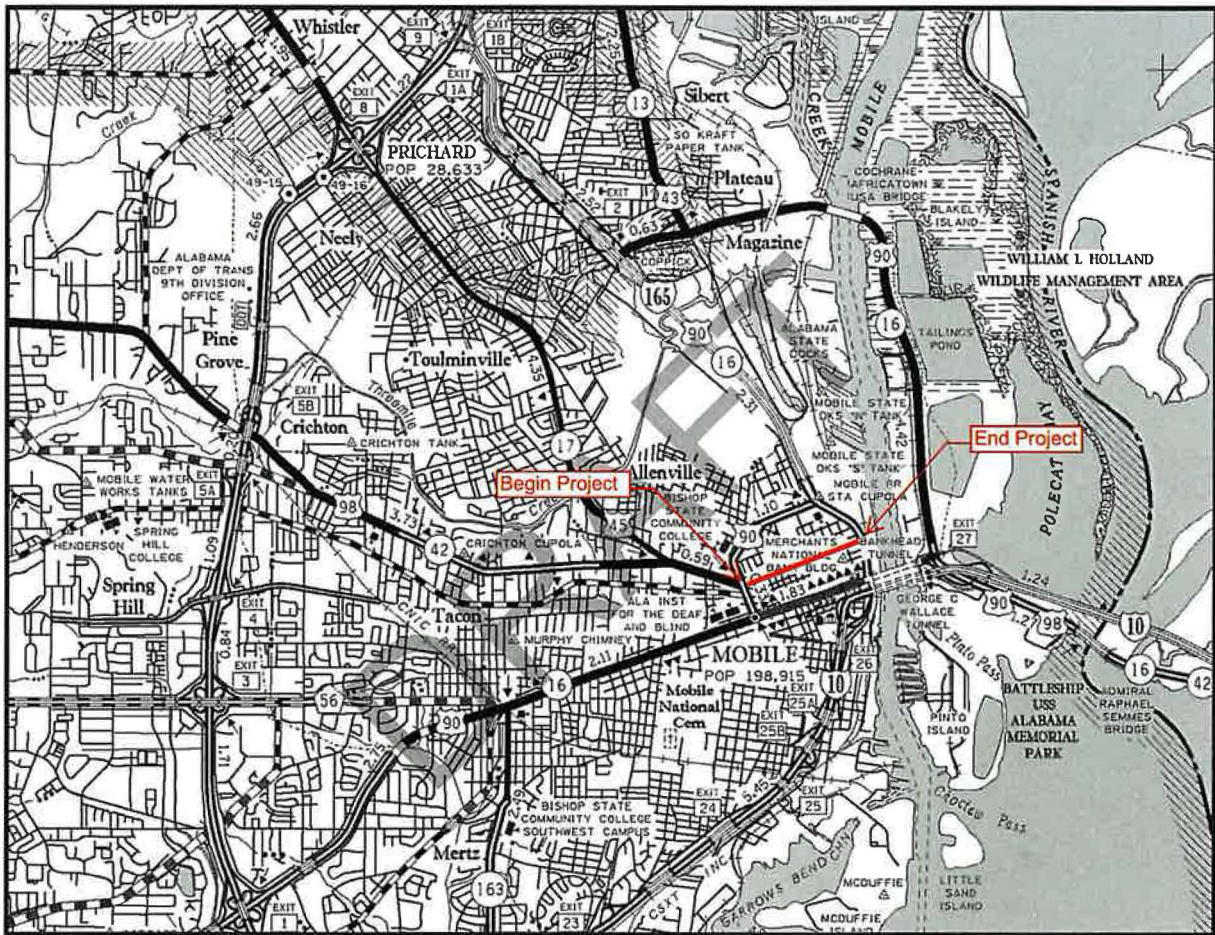
All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

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



Source – General Highway Map Mobile County, Alabama, Alabama Dept. of Transportation, 2010

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

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	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A:	
INSURED	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.

INS LTR	TYPE OF INSURANCE	ADJUST	SUBROG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGG \$ \$
	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/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTHER ☐ 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
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ACORD 25 (2016/03)

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ATTACHMENT “C”

**REQUIRED CITY OF
MOBILE FORMS**

SUBCONTRACTING PLAN

**DBE UTILIZATION
REPORT**

E-VERIFY AFFIDAVIT

**UEI AND SAM.GOV
VERIFICATION FORM**

**FFATA DISCLOSURE
STATEMENT**



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: Achnique.kidd@cityofmobile.org
251.208.7867
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: Archives.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	drew@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2018-3005-19
Project Description	Innovating St. Louis Street: Mobile's Technology Corridor
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>36</u> Female <u>4</u> Minority <u>17</u> Non-minority <u>22</u> SDVO <u>—</u>
Total #of Employees <u>39</u>	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham
Signature: Drew Windham Date: 6/11/2025
Title: Project Engineer

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: Drew Windham Title: Project Engineer
Email: drew@mcelhenneyconst.com Phone: 251-973-0030

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



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
Contact Person: Drew Wincham Phone 251-973-0030 Email drew@mcclhenneyconst.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.)
☒	☐	ADVERTISE MENT: 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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company McElhenney Construction Company, LLC Your Bid/Proposal Amount \$ _____ Date: _____
6 / 11 / 2025 Description Innovating St. Louis Street: Mobile's Technology Corridor
Name of Bidder/Proposer: McElhenney Construction Company, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C&A Quality Construction	251-447567	Concrete Work	687,790.00	4.09%	Yes	
Coastal Environmental	510-1469	Erosion Control	104,625.00	0.62%	Yes	
L & G Industries	513-7528	Concrete Material	440,000.00	2.62%	Yes	
Innovative Contracting Services	214-480-4087	Aggregate / Hauling	735,000.00	4.38%	Yes	
Steel Erectors, Inc.	604-2901	Rebar Tie	60,000.00	0.36%	Yes	
Evans Supply	622-6767	Construction Materials	302,175.00	1.80%	Yes	
Bennett Construction, LTD	382-6626	Concrete Work	318,000.00	1.89%	Yes	
M. A. Harrell	402-5638	Concrete Work	1,786,850.00	10.63%	No	
Smith Industrial Service	243-1964	Cleaning/Water/Hydroexcavation	125,500.00	0.75%	No	
Gulf Breeze Landscaping	281-678-6090	Landscape	112,846.55	0.67%	No	
C&H Construction	508-3640	Traffic Control/Signage	384,544.00	2.29%	No	
Inline, LLC	510-4413	Electrical Work	1,570,314.01	8.16%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company: McElhenney Construction Company, LLC Your Bid/Proposal Amount \$ _____ Date: _____
6 / 11 / 2025 Description: Innovating St. Louis Street: Mobile's Technology Corridor
Name of Bidder/Proposer: McElhenney Construction Company, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
RenProe. Holdings, Co., Inc.	680-5881	Stripping	117,681.50	0.70%	No	
Ferguson Enterprises	622-5660	Construction Materials	2,252,002.01	13.4%	No	
Hemant Construction & Fencing LLC	484-1270	Install temp/perim. fencing	94,000	0.56%	NO	



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
CITY OF MOBILE**
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archiniquis.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: (CHECK ONE): JAN APR JULY OCT FINAL _____ FEB MAY AUG NOV MARCH JUNE SEPT DEC					
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	
\$	\$	\$	\$		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.					
PRINT NAME: _____					
SIGNATURE: _____ (Title) _____ (Date)					

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (affiant) who, being duly sworn says as follows:

President/CEO of McElhenney Construction 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 MCC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

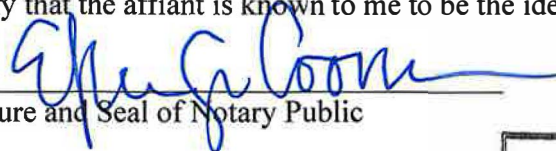
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to 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 McElhenney Const. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 29831.


CEO of McElhenney Construction LLC

Sworn to and subscribed before me this 11th day of JUNE, 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

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027



Company ID Number: 709831



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.



Company ID Number: 709831

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 709831

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 709831

(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

Company ID Number: 709831

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.

Company ID Number: 709831

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



Company ID Number: 709831

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



Company ID Number: 709831

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.



Company ID Number: 709831

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



Company ID Number: 709831

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.



Company ID Number: 709831



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.



Company ID Number: 709831

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.

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: McElhenney Construction Company, LLC
 UEI NUMBER: KY4UUGUM9928/9H5K76 SAM ACTIVE DATE: 4/2/2025 SAM EXP. DATE: 3/31/2026 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
C&A Quality Construction	INC-GAFSD12133416	YES NO <u>(PENDING*)</u>		
Coastal Environmental	ESUYXNDJ91624	<u>(YES)</u> NO PENDING*	<u>7/9/24</u>	<u>7/12/25</u>
L & G Industries, LLC	U3LEP2X64P87	YES NO <u>(PENDING*)</u>		
Innovative Contracting Services, LLC	F2LZZN54KTH3	YES NO PENDING*	<u>10/1/24</u>	<u>9/27/25</u>
Steel Enforcers, Inc	088907422	YES NO <u>(PENDING*)</u>		
Evans Supply	EJBJQ58685K9/Cont#5W0W4	<u>(YES)</u> NO PENDING*	<u>4/2/2023</u>	<u>4/21/2026</u>
Bennett Construction, LTD	HBKHTVEW943	<u>(YES)</u> NO PENDING*	<u>9/11/2024</u>	<u>9/11/2026</u>
M.A. Harvill	V8ZPJH5PPL4	<u>(YES)</u> NO PENDING*	<u>2/19/2025</u>	<u>2/14/2026</u>
Smith Industrial Service, Inc	HN24EA7ABPN3	<u>(YES)</u> NO PENDING*	<u>6/21/2021</u>	<u>11/26/2025</u>
Gulf Breeze Landscaping, LLC	XC85TSL6BNR4	<u>(YES)</u> NO PENDING*	<u>1/7/2025</u>	<u>1/3/2026</u>

* 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**
- 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.
 - 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: _____	77 Updated Nov. 2024

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: McElhenney Construction Company, LLC
 UEI NUMBER: KY4U6UM9928/9H5K7 SAM ACTIVE DATE: 4/2/2025 SAM EXP. DATE: 3/31/2026 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
C&H Construction Services, LLC	HNRYNF2687D3	☒ YES ☐ NO ☐ PENDING*	8/20/24	8/16/25
Inline, LLC	KKM5BN5EN548	☒ YES ☐ NO ☐ PENDING*	1/10/2025	1/9/2026
RonRoe, Hildreth, & Co. Inc.	C8HG9PQU723	☒ YES ☐ NO ☐ PENDING*	2/27/2025	2/27/2026
Ferguson Enterprises, LLC	G3UJV47Q6U3	☒ YES ☐ NO ☐ PENDING*	3/26/2025	3/26/2026
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		
		YES NO PENDING*		

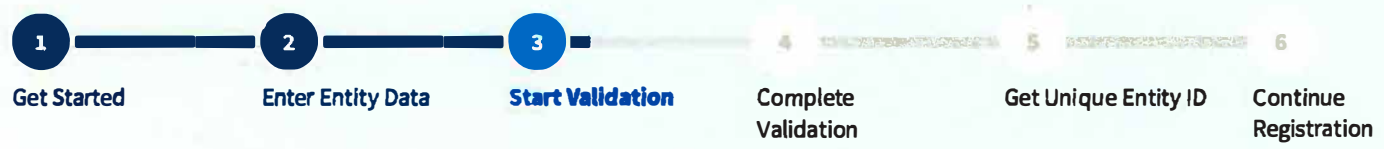
* Copy of each company's SAM.gov registration or confirmation of application email must be attached to this form. Failure to provide this will result in an unresponsive bid.

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: _____	Updated Nov. 2024

< Start Validation



Documentation Successfully Submitted

Reference Number INC-GSAFSD12133416	We should review your documents in 1.5-3.5 business days.*
After we look at your documents, we will tell you how to complete your validation.	

*This is an estimate of how many business days it will take us to respond. Business days do not include weekends or U.S. federal holidays.

Close

Drew Windham

From: Jasmin Portillo-Ramos <jasmin.ramos@c-and-aqualityconstruction.com>
Sent: Wednesday, June 11, 2025 9:27 AM
To: Drew Windham
Subject: Fwd: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added

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

From: **Bernarda Ramos Orellana** <bernarda.ramos@c-and-aqualityconstruction.com>
Date: Wed, Jun 11, 2025 at 9:25 AM
Subject: Fwd: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added
To: <Jasmin.Ramos@c-and-aqualityconstruction.com>

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

From: **General Services Administration Federal** <fsdsupport@gsa.gov>
Date: Tue, Jun 10, 2025 at 2:21 PM
Subject: General Services Administration Federal - Your Incident INC-GSAFSD12133416 has comments added
To: <bernarda.ramos@c-and-aqualityconstruction.com>

This is an official message sent on behalf of the U.S. General Services Administration's Federal Service Desk (FSD) which provides free help for [SAM.gov](https://sam.gov), [FPDS.gov](https://fpds.gov), eSRS.gov, and FSRS.gov

INC-GSAFSD12133416 - Entity Not Found
Reference Number: 6f27ca44-8af9-4b64-ac53-f0aad55fd0be

Comments:

2025-06-10 19:20:32 Additional comments

Hello,

We did not find your entity in our records therefore we created a new record for your entity based on the documentation you sent us. You need to take action to finish your registration or get your Unique Entity ID.

Please see the entity details below:

Entity Name: C AND A QUALITY CONSTRUCTION LLC

Entity Address: 9351A Highway 188

Entity City: Irvington

Entity State: AL

Entity Zip: 36544-3017

Entity Country: US

Incorporation State: AL

Incorporation Date: 2020

Your information will be visible to you in [SAM.gov](https://sam.gov) in one business day. If you received this update after 3:30 pm Eastern time / 12:30 Pacific, please allow two business days for the updates in this email to be reflected in [SAM.gov](https://sam.gov)

To finish your registration or get your Unique Entity ID, go back to [SAM.gov](https://sam.gov) and follow the steps below.

1. Sign in to [SAM.gov](https://sam.gov) Select the "Workspace" link at the top of the screen.
2. To get your new UEI, select the "Get Started" button. You will repeat the process you went through before, but you will not have to submit documents again.

NOTE: If your entity already has an active or inactive registration, **DO NOT** select the "Get Started" button. Instead, locate the entity record you want to update, select the three dots near the expiration date (the Actions menu), and select "Update." If your existing registration is not shown in your workspace, go to fsd.gov and search for "How do I update/renew an existing entity registration in [SAM.gov](https://sam.gov)" for detailed instructions.

3. When you reach the "Enter Entity Information" screen, enter the name and address given above in this email. Select "Next".
4. Check the box about providing documents and select "Next."
5. You'll see matching information in a list.
6. Choose the "I recognize my entity" option and pick the match from the list. Select "Next."
7. Confirm the information is correct.
8. Request your Unique Entity ID.
9. Get your Unique Entity ID. You do not need to write it down. It is saved in your Workspace.
10. Your entity is now validated. If you need to apply for assistance or bid on a contract, use the "Continue Registration" button. If not, you can return to your Workspace.

Please respond to this email if you are not able to find your entity after two business days, or if you have any questions or concerns. If you respond to this email or update this incident at [FSD.gov](https://fsd.gov) within five business days, your ticket will remain open.

Thank you.

EVS Help Desk

This is an official message sent by the [SAM.gov](https://sam.gov) Entity Validation Service (EVS) on behalf of the U.S. General Services Administration.

You can view all the details of the incident by following the link below:

[Take me to the Incident](#)

You will be required to log in to [FSD.gov](#) to view the status of your tickets.

Thank you.

Don't lose access to your [SAM.gov](#) registration! Make sure you have at least two Entity Administrators at all times! [Invite others](#) to help manage your registration.

DO NOT attach documents containing personally identifiable information, controlled unclassified information, or other sensitive information to your FSD ticket or in reply to this email. Submit all entity validation documentation from your Entity Workspace in [SAM.gov Learn how to add documentation](#) to your entity validation case.

Ref:MSGPROD65566887_Vi9ACMfllMFKdre

Re: UEI Form - St. Louis Project



Gisele Bennett Figures <landgindustries1@gmail.com>

To: Drew Windham



L&G Industries Sam.gov.pdf
1 MB



Wed 6/11/2025 11:15 AM

Hi Drew,

I am working on completing the validate process. Attached is proof of work in progress.
Will this work?

Thanks

Gisele M. Figures
President L&G Industries LLC
251-455-4347 cell

FSD Number



Address Update



Reset

< **page**
1 of 1 >

results per page

25

Sort by

Expiration Date Ascending

L & G INDUSTRIES, LLC

Work In Progress Registration

View

Update

More

Unique Entity
ID:
V3LEPZX6YP87CAGE/NCAGE:
(blank)Doing Business As:
(blank)Physical Address:
**2326 WOLF RIDGE RD
WHISTLER, AL 36612-
1750 USA**Expiration Date
(blank)

TIN...

CAGE...

Purpose of Registration:
All Awards

Feedback

Our Website[About This Site](#)[Our Community](#)[Release Notes](#)[System Alerts](#)**Policies**[Terms of Use](#)[Privacy Policy](#)[Restricted Data Use](#)[Freedom of Information Act](#)**Our Partners**[Acquisition.gov](#)[USASpending.gov](#)[Grants.gov](#)[More Partners](#)**Customer Service**[Help](#)[Check Entity Status](#)[Federal Service Desk](#)[External Resources](#)

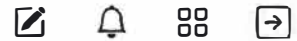
[Accessibility](#)[Contact](#)**⚠ WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov**An official website of the U.S. General Services Administration**

 An official website of the United States government [Here's how you know](#)



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< **Entity Workspace**

Get Started

Show Workspace For Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Keyword

Entity

Unique Entity ID

V3LEPZX6YP87



CAGE/NCAGE

Entity Name

L&G Industries LLC



Status

Expiration Date

Drew Windham

From: Courtney Holman <courtneyholman@steelenforcers.com>
Sent: Wednesday, June 11, 2025 11:19 AM
To: Drew Windham
Subject: FW: CONFIRMATION: Registration Submitted for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM)

Let me know if this is what's needed.

Courtney Holman
Steel Enforcers, Inc.
251.604.2401

From: notification@sam.gov <notification@sam.gov>
Date: Tuesday, October 6, 2020 at 11:35 AM
To: Courtney Holman <courtneyholman@steelenforcers.com>
Subject: CONFIRMATION: Registration Submitted for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Courtney Holman,

You successfully submitted the entity registration for STEEL ENFORCERS, INC. / 033907422 in the U.S. Government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete. What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from @sam.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, use the Check Status tab in the SAM main navigation bar to see where your registration is in the review process.

5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Use the instructions at: https://www.fsd.gov/fsd.gov/answer.do?sysparm_kbid=d2e67885db0d5f00b3257d321f96194b&sysparm_search=kb0013183. Mail the original, signed notarized letter to the following address. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

FEDERAL SERVICE DESK
ATTN: SAM.GOV REGISTRATION PROCESSING
460 INDUSTRIAL BLVD
LONDON KY 40741-7285

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
<https://sam.gov/SAM>



CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement
Award Description/Title Innovation St. Louis Street
Entity Completing Form McElhenney Construction Company, LLC
Entity UEI Number KY4UUGM9928/9H5K7
Address P.O. Box 1409
City, State, Zip+4 Theodore, AL 36690

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

 President 6-11-25
Signature Title Date

Josh McElhenney
Typed Name of Signature

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. 2018-3005-19
PROJECT NAME – INNOVATING ST. LOUIS STREET:
MOBILE’S TECHNOLOGY CORRIDOR

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. 2018-3005-19
PROJECT NAME – INNOVATING ST. LOUIS STREET: MOBILE'S
TECHNOLOGY CORRIDOR

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:

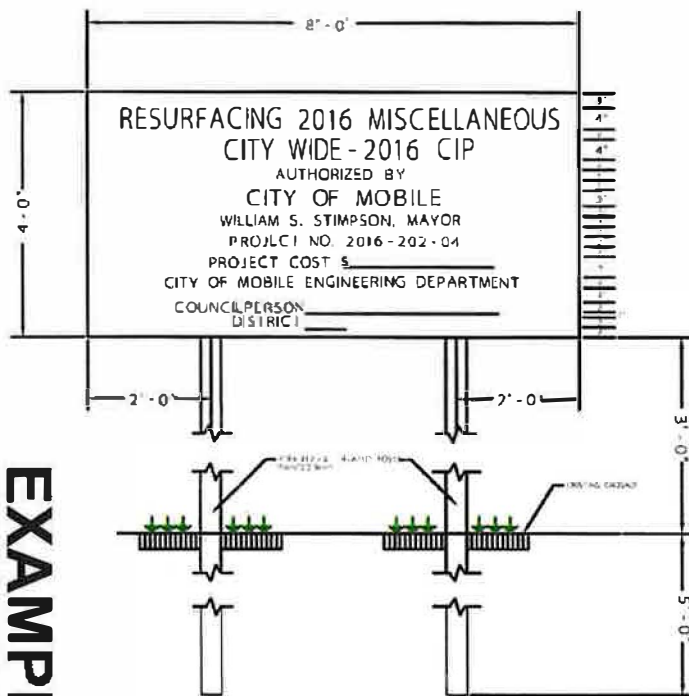
1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must 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

EXAMPLE



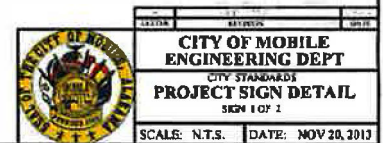
Notes:

1. This detail is provided as an example only. Text will be project specific.
2. The following RESTORE Grant specific text must be included:

" This project was paid for [in part] with federal 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 States Act of 2012 (RESTORE Act)."

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.



ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**



~ Geotechnical Evaluations ~ Construction Materials Testing ~ Geosciences ~ Infrastructure Management Services ~

SOILS SURVEY AND MATERIALS REPORT

**CITY OF MOBILE
PROJECT NO. 2018-3005-19**

**INNOVATING ST. LOUIS STREET:
MOBILE'S TECHNOLOGY CORRIDOR**

Professional Services Since 1974

904 Butler Drive, Mobile, AL 36693

251.666.7197 FAX: 251.666.7380

www.geoengr.com

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 25, 2023

City of Mobile
Engineering Department
205 Government St.
Mobile, AL 36602

Attn: Mr. John Forrester, P. E.

Re: Soils Survey and Materials Report
Project No.: 2018-3005-19
Innovating St. Louis St.: Mobile's Technology Corridor

Dear Mr. Forrester:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide this geotechnical report for the proposed improvements to St. Louis St. between Broad St. and Water St. in the City of Mobile. This work has been performed in accordance with our contract dated August 14, 2018 to perform geotechnical engineering and laboratory testing services for the City of Mobile.

Please call Curt Doyle, P.E. if you have any questions or if you need additional information.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.


Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 10/25/2023



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INTRODUCTION

Geotechnical Engineering-Testing, Inc. (GET) has completed the soil explorations and geotechnical engineering studies that were planned for this project. The soils survey for the proposed improvements to be made to St. Louis Street between Broad Street and Water Street in the City of Mobile, Alabama included 33 soil test borings/cores and laboratory tests performed on selected soil samples recovered from the boring operations. The engineering study included the planning, coordination, and supervision of the soils explorations program, evaluations of the results of the soils explorations, development of recommendations, and the preparation of this report. These services were performed in general accordance with our contract authorized by the City of Mobile on August 14, 2018. Our professional services for this project have been performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

PROJECT DESCRIPTION

The project includes improvements along St. Louis St. extending from Broad St. to Water St. for a total length of approximately 5200 ft. The project spans 17 city blocks. The project will generally include reconstructing and/or resurfacing St. Louis St. and modifying much of the on-street parking that currently exists. Included in the project will be the removal and replacement of some utilities, drainage structures and the existing curb and gutter. The sidewalks and some of the existing driveways will also be removed and replaced. We understand that some of the existing driveways will be completely removed. Since the time of the original design and soils explorations in 2018, design modifications have been made that will also include the replacement of an approximate 1100 ft section of a 12 ft by 4 ft box culvert between Broad Street and N. Washington Street.

The general project location is identified on the Highway Location Map included in Appendix A of this report.

GENERAL SUBSURFACE CONDITIONS

The existing pavement of St. Louis Street is approximately 40 ft wide and consists of two 12 ft wide travel lanes and 8 ft wide parking areas on each side of the road. The roadway was originally constructed with curb and gutter on each side and sidewalks on both sides of the road. Numerous driveways of various sizes exist throughout the corridor. The original roadway and on-street parking areas consisted of concrete pavement that varied in thickness between 2 inches and 9.75 inches with an average of about 4.9 inches. The original concrete has been overlaid with asphalt concrete on several occasions. The asphalt overlay varies in thickness from 1.5 inches to 7.5 inches with an average overlay thickness of 3.9 inches. The total pavement thickness varies between 4.5 inches and 13.5 inches for an average thickness of about 8.5 inches. A summary of the core samples taken from the roadways are included in Appendix B of this report.

Based upon our visual observations of the existing pavements, the roadway between Broad Street and North Conception St. was generally considered to be in "fair" condition. There were no major areas that indicated a failure of the underlying base materials. However, much of this roadway shows signs of transverse, longitudinal and/or block cracking. This cracking is primarily due to the joints of the underlying concrete pavement. Within the pavement areas between North Conception St. and Water St., the pavements appear to be in "good" condition due to recent overlays in the past several years. However, it should be noted that reflective cracking from the underlying concrete pavements has already started to reappear. Reflective cracking will continue to reoccur until the concrete pavements have been removed.

The soils encountered beneath the existing pavements generally consist of firm sandy materials (A-2-4 soils) that extend to depths of 3 to 7 ft below the existing pavement surface. The only area of loose sandy soils present beneath the pavement surface was between N. Jackson St. and Conception St. These loose sands or soft to medium clay soils were generally found near the bottom of the soil borings from 6 to 10 ft.

Topography

The existing ground elevation is very flat with surface elevations generally varying between elevation +12 ft and +14 ft for the western half of the project. The high point was indicated to be between Cedar St. and N. Lawrence St. From that point the roadway slopes gently downward to about elevation +4.5 ft at the intersection with Water St.

Groundwater

Exact groundwater measurements were not obtained since the borings were backfilled immediately upon completion due to traffic concerns. Groundwater levels have been estimated based upon ground elevations and historical information. The estimated groundwater levels measured in the borings are indicated on the respective boring logs. It should be noted that the groundwater levels will fluctuate with the tides and the effect of the tides on the groundwater will be greatest near the Water Street end of the project. In some areas of the project it can be expected that groundwater will perch above the clay layers encountered following rain events.

Soft/Unsuitable Soils

There were several isolated locations along the project route where soft/unsuitable soils were encountered within the borings. These areas were located generally near the beginning of the project and at depths greater than 5 ft. These soils should not affect the roadway pavements but if any excavations for utilities are performed within the roadway, these materials should not be reused onsite and should be disposed offsite.

Topsoil

There is no significant amount of topsoil onsite and any topsoil required for the project must be obtained from offsite sources per ALDOT 650A-000. The topsoil testing results should be verified by the contractor and the selection and use of amendments is the contractor's responsibility.

Hazardous Materials Sites

There were no visible signs of hazardous materials located within the right of way of the project. However, the evaluation of hazardous materials is beyond the scope of this report.

PAVEMENT RECOMMENDATIONS

Traffic Data

Traffic data was provided to us by Mr. John Forrester, P.E. on October 3, 2023. This information included traffic data collected from five separate city blocks along St. Louis Street in April 2022. The average ADT of the five sections was 2845. The traffic data provided for each of the roadway segments is shown in Appendix C of this report. Truck traffic for the individual roadway segments was not provided with this current information. However, from the detailed April 2018 traffic measurements of various classes of vehicles and guidance from Ms. Mary Beth Bergin, P.E. of the City of Mobile Traffic Engineering, we determined the average percent truck traffic (TADT) to be 5.3 percent. This historical percentage was used in our current design. The project is currently scheduled to let in 2024. Growth rates were not provided for the given traffic data but we understand that the development along St. Louis St. is dramatically increasing so we have assumed a growth rate of 4.0 percent. This estimated growth rate was utilized to compute a projected 2024 average ADT of 3077 for the project design.

Based upon the traffic data provided and the above assumptions made with regards to the growth rate and TADT, three sections of the roadway will require an ESAL Range A/B asphalt mix and two sections will require an ESAL Range C/D asphalt mix. However, we recommend that ESAL Range C/D asphalt mixes be utilized on this project. The ESAL range computations have been included in Appendix D.

Subgrade Soil Resilient Modulus

Based upon the type of soils encountered at the subgrade elevations, a Design MR of 9000 psi was used for the subgrade soil strength. The soils encountered at the subgrade elevation at the selected locations were predominantly classified as A-2-4 materials.

Drainage Coefficients

The drainage coefficients selected are based upon an average annual rainfall of 62 inches for the site. The ALDOT drainage coefficient worksheets are included in Appendix E of this report.

Pavement Section Design

Based upon using ALDOT standard guidelines and the 1993 AASHTO Pavement Design Procedure, the DARWin Pavement Design and Analysis System software was used to compute the pavement section designs for this project. Based upon the average traffic data along the project route for a planned 2024 letting date and the design subgrade soil strength of 9000 psi, the design Structural Number for the roadway was computed to be 3.27.

Details of the input and output parameters are shown on the DARWin Pavement Design worksheets included in Appendix F of this report.

We have computed an effective SN of 3.01 based upon the average inplace buildup on St. Louis Street that was determined from the core data and the base material. After planing the upper 2 inches of the existing roadway the effective SN will be reduced to 2.41. The required overlay SN must be 0.87 in order for the areas to be overlaid and meet the structural requirements.

Recommended Pavement Buildup

While resurfacing will meet the structural requirements for the project, to eliminate the reflective cracking that has occurred due to asphalt being placed over the original concrete pavement, the most desirable pavement design would be to remove the existing asphalt and concrete pavement as described in **Option 1** below. While generally not detrimental to the function or life span of the asphalt pavements, reflective cracking is not aesthetically desirable. If budgetary constraints prevent the full reconstruction of the roadway, **Option 2** would be to plane (mill) at least 2 inches of the existing pavement and resurface the roadway as described below. This option would likely raise the profile grade. The minimum recommended pavement design would be to plane no more than 2 inches of the existing pavement and resurface the roadway as described in **Option 3** below. With **Option 2**, reflective cracking will likely reoccur in about 5 to 6 years and with **Option 3**, reflective cracking will likely reoccur in about 2 to 3 years. It should be noted that within the area between N. Conception St. and St. Joseph St. that was resurfaced approximately 3 years ago, reflective cracking has begun to reappear at this time.

The pavement design worksheets for each of the previously described options have been presented in Appendix G of this report.

We understand that some of the existing utilities will be removed and replaced as part of this project. With Option 1, the reconstruction of the roadway should be performed after the utilities have been replaced. With Options 2 and 3, a separate pavement buildup has been prepared based upon the selected resurfacing method selected. We recommend that all utility work be completed before resurfacing work is performed.

With each of these options, we recommend constructing the roadways and pavement areas for this project in accordance with the Alabama Department of Transportation "Standard Specifications for Highway Construction", 2022 Edition. The recommended pavement buildups for each of the roadway sections are as follows:

- **Option 1**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2"

Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (300 Lbs/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

Note 1: **Pay Item 301A-012** should extend six (6) inches beyond the limits of the curb

- **Option 2**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2"

Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

- **Option 2 (Patching)**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2"

Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

Pay Item 424B-685: Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D (275 Lbs/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

- **Option 3**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2"

Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)

- **Option 3 (Patching)**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2"

Maximum Aggregate Size Mix, ESAL Range C/D (220 Lbs/SY)

Pay Item 424B-655: Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D (300 Lbs/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

- **Commercial Concrete Driveway**

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

- **Residential Concrete Driveway**

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Leveling

Based upon preliminary project plans, it is anticipated that some minor amounts of leveling may be required on this project. This may be required to provide cross slope corrections.

Planing

If **Options 2** is selected, we recommend that *no more than* the top four (4) inches of the existing roadway be planed. If Option 3 is selected, we recommend *no more* than the top two (2) inches of the existing roadway be planed. We do not recommend that planing (milling) extend into the underlying concrete pavement.

CULVERT FOUNDATION RECOMMENDATIONS

It is understood that the existing 12 ft by 4 ft box culvert will be removed and replaced by the same size box culvert at essentially the same grades. Based upon explorations performed near the culvert structure, it is anticipated that soft to medium consistency clay soils will be encountered near the bottom of the required structure in some areas. We recommend that the soft clay soils be excavated to a depth of 2 ft below the bottom of the culvert or as directed by a representative of the geotechnical engineer and backfilled with Foundation Backfill, Commercial. The excavation should extend a minimum of 2 ft beyond either side of the culvert structure. In areas where suitable materials are encountered as determined by a representative of the geotechnical engineer, the undercut and Foundation Backfill, Commercial may be reduced to a minimum 1 ft. In areas where extremely soft or unstable materials are encountered, additional undercutting or the placement of geogrid may be required at the direction of the geotechnical engineer. We recommend that 250 square yards of Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 be included in the plan quantities.

GENERAL RECOMMENDATIONS

Construction Vibrations

Should **Option 1** be selected, the contractor shall provide extra care not to cause excessive vibrations when breaking the concrete for removal. Regardless of the design selected for the project, all construction vibrations shall be kept to a minimum. Additionally, the contractor will be responsible for monitoring the vibrations due to construction activities. It should be noted that there are numerous brick veneer structures within 25 ft of the existing roadway. Excessive vibrations from construction equipment may cause settlement of these structures resulting in the cracking of walls. This may require that materials be placed in thin lifts to avoid using vibratory compaction equipment to obtain compactions requirements.

Borrow Excavation

We recommend that any required offsite borrow meet the specifications for Borrow Excavation (A-2 or Better).

Utility Trenches

It should be noted that much of the soil encountered within the soil borings performed along the corridor were indicated to be A-2-4 materials and should be suitable for backfill around utilities. However, there were some areas where layers of clay soils were encountered that will be unsuitable for reuse as backfill material. These materials should be disposed of offsite. It is anticipated that a representative of the geotechnical engineer of record will be required onsite during trench excavation and backfilling to determine the suitability of materials for reuse. Any onsite or offsite materials placed in utility trenches shall generally meet the specifications for Borrow Excavation (A-2 or Better).

The contractor will be responsible for following the required OSHA guidelines regarding excavations and trench safety standards. This document states that the excavation safety is the responsibility of the contractor. Slope heights, slope inclination and/or excavation depths should in no case exceed those specified in local, state or federal safety regulations. The contractor shall provide proper sheeting and shoring for safe access to the bottom of excavations for inspection.

RECOMMENDED PAY ITEMS

210A-000	Unclassified Excavation
210D-010	Borrow Excavation (A-2 or Better)
214A-000	Structure Excavation
214B-001	Foundation Backfill, Commercial
230A-000	Roadbed Processing
243A-034	Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2
301A-012	Crushed Aggregate Base Course, Type B, Plant Mix, 6" Compacted Thickness
401A-000	Bituminous Treatment A
405A-000	Tack Coat
407B-000	Joint Sealant for Hot Mix Asphalt
408A-052	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)
408A-053	Planing Existing Pavement (Approximately 2.10" Thru 3.0" Thick)
410H-000	Materials Remixing Device
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424A-366	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424A-369	Superpave Bituminous Concrete Wearing Surface Layer, Widening, ½" Maximum Aggregate Size Mix, ESAL Range C/D
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-685	Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)

REQUIRED PROJECT NOTES

- The full pavement buildup shall be extended through all drives and side streets to the back of radius.
- Roadbed processing is waived in areas where the required processing width is less than six (6) ft. In these areas the subgrade shall be compacted to the satisfaction of a representative of the geotechnical engineer of record.
- Subgrade for driveways and sidewalks shall be compacted to the satisfaction of a representative of the geotechnical engineer of record.
- The Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 (Pay Item 243A034) must be a biaxial geogrid constructed of a single layer of polypropylene material.
- Geosynthetic Reinforcement for Soft Soil Stabilization, Type 2 (Pay Item 243A034) shall be placed at the direction of the geotechnical engineer.
- Foundation soils beneath the culvert shall be inspected by a representative of the geotechnical engineer of record prior to placement of Foundation Backfill, Commercial.

CONSTRUCTION CONSIDERATIONS

Although the exposed subgrade soils may be relatively stable upon initial exposure, unstable subgrade soil conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. It is recommended that much of the existing pavements be left in place during removal and replacement of utilities and drainage structures to provide a more stable work platform and minimize damage to subgrade soils.

Upon completion of grading, care should be taken to maintain the subgrade moisture content prior to construction of pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned and densified prior to pavement construction.

SOIL SURVEY

Field Investigation

The field investigation program for the project consisted of 33 borings/coring performed by GET personnel in September and December 2018 for the soils survey and materials report. The soil boring locations were selected and staked in the field by GET engineers. Boring locations were determined by utilizing a sub-meter GPS device and measuring from existing features. The borings have been included in the soils survey report for this project. The approximate boring locations are shown on the Existing Plan sheets that have been provided by BKI and included in Appendix H of this report.

All drilling operations were in general accordance with ALDOT 390, ALDOT-398, AASHTO T-206 and T-207. Standard penetration tests were performed and split spoon samples were generally collected continuously in the upper 6 ft and then at about 5 ft center to center intervals to the boring termination depths. Borings were performed to the boring termination depths of 10 ft below ground surface.

The split spoon samples collected during the boring operations by the drill crews were visually described and logged in the field, placed in moisture tight plastic bags and transported to GET's soils laboratory. At the laboratory the samples were visually examined to confirm or adjust the field classifications. The depths where samples were collected and the results of the standard penetration tests and laboratory classification tests are shown on the Logs of Boring in Appendix I of this report.

The soil borings provided with this report are representative of subsurface conditions at their respective locations and for their respective vertical reaches. However, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered during construction. The boring logs and related information are based on the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate and the description represents the interpretation of subsurface conditions at the designated boring locations on the particular date drilled.

Exact groundwater measurements were not obtained since the borings were backfilled immediately upon completion due to traffic concerns. Groundwater levels have been estimated based upon ground elevations and historical information. The estimated groundwater levels measured in the borings are indicated on the respective boring logs. It should be noted that the groundwater levels will fluctuate with the tides and the effect of the tides on the groundwater is greatest near the Water Street end of the project.

Groundwater elevations shown on the boring logs represent estimated groundwater surfaces based upon ground elevations and historical information. Fluctuations in water table levels should be anticipated with the tides and throughout the year.

Cross Sections

Cross sections illustrating the materials encountered at each boring are shown on the cross section sheets included in Appendix J of this report.

Laboratory Testing

The materials study included natural moisture content, grain size, and Atterberg limits on selected samples. These tests were performed in accordance with applicable soil mechanics test standards. Soil samples, on which applicable tests were performed, were classified in accordance with the AASHTO System. The results of the laboratory tests are shown on the Logs of Borings opposite of the respective sample tested. A summary of the classification tests for borings included in this project are included in Appendix K of this report.

ENGINEERING SERVICES DURING CONSTRUCTION

The engineering recommendations provided in this report are based on the information obtained by the soils explorations and laboratory testing program. Regardless of the thoroughness of geotechnical explorations, there is a possibility that conditions at locations remote from borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or constructors. In addition, the construction process may itself alter soil conditions. Therefore, we recommend that a representative of the geotechnical engineer of

record observe and document soil conditions encountered and the construction procedures used during the culvert foundation and roadway construction phases of the project. Unanticipated conditions and/or inadequate procedures should be reported to the design team along with timely recommendations to remediate such conditions or procedures.

BASIS OF REPORT

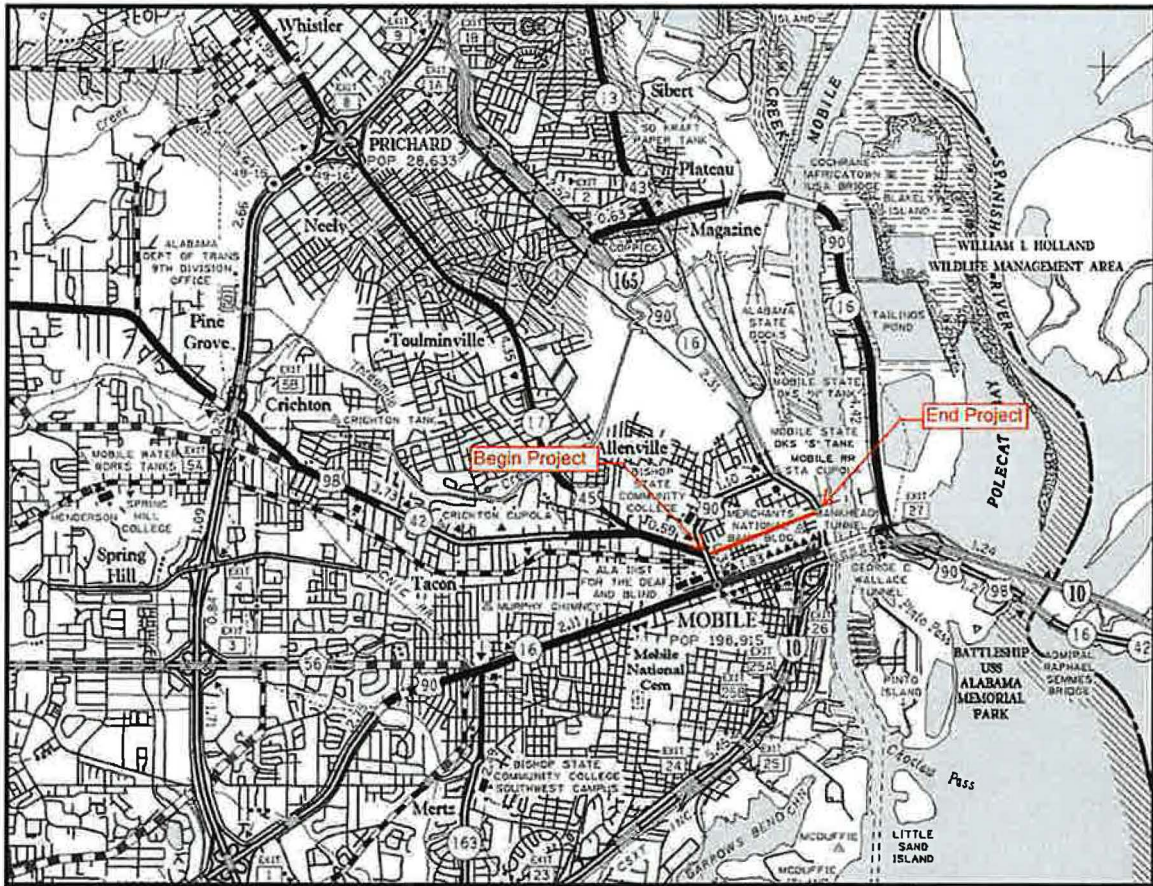
The evaluations and recommendations submitted in this report are based on the data obtained from the selected laboratory testing performed and the project information provided to us. Our evaluations for the project roadways were based upon the initial discussions with BKI personnel during preliminary design and Neel Schaffer personnel during final design and the possible designs considered feasible for the project. Additional assumptions have been outlined in the discussions contained in previous sections of this report.

LIMITATIONS

The recommendations only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional or revised information is available, correct or additional information should be conveyed to GET for review. We can then modify our recommendations, if they are inappropriate for the project.

We have completed the services identified herein in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions as this project. No other representation, express or implied, is included or intended, and no warranty or guarantee is included or intended in this report or any other instrument of service.

APPENDIX A
HIGHWAY LOCATION MAP



Source – General Highway Map Mobile County, Alabama, Alabama Dept. of Transportation, 2010

**GEOTECHNICAL
ENGINEERING
TESTING, INC.**

**St. Louis Street Improvements
from Broad St. to Water St.
Project No. 2018-3005-19**

Highway Map

APPENDIX B

SUMMARY OF CORE SAMPLES

**TABULATION OF ASPHALT THICKNESS
CITY OF MOBILE PROJECT # 2018-3005-19
INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR
MOBILE COUNTY**

12/21/2018

Boring	Station	CL or BL Offset	Asphalt Thickness (Inches)	Concrete Thickness (Inches)	Total Thickness (Inches)	Remarks
B-1	12+00	6' R	3.00	5.00	8.00	
B-1A	12+00	12' L	5.00	N/A		Concrete was not cored
C-1	12+46	15' R	2.50	3.75	6.25	
B-2	14+42	12' L	5.50	N/A		Concrete was not cored
C-1A	16+61	12' L	5.50	N/A		Concrete was not cored
B-3	17+02	5' L	1.50	4.75	6.25	
C-2	19+12	15' R	2.25	4.50	6.75	
B-4	19+28	6' R	2.50	2.00	4.50	
C-2A	19+65	12' L	5.00	N/A		Concrete was not cored
B-5	22+14	6' L	2.25	4.50	6.75	
B-6	24+93	6' R	2.25	3.50	5.75	
C-4	27+42	18' R	4.75	5.00	9.75	
B-7	27+52	6' L	2.50	7.00	9.50	
B-8	30+19	17' L	4.00	4.50	8.50	
B-9	30+60	5' R	5.00	4.75	9.75	
B-10	33+42	5' R	6.75	4.00	10.75	
C-4A	33+97	14' R	1.75	7.75	9.50	
B-11	34+97	4' L	4.00	2.50	6.50	
B-12	37+22	8' L	6.75	5.25	12.00	
C-5	38+20	15' R	4.50	5.00	9.50	
B-13	41+48	16' R	6.00	4.25	10.25	
B-14	42+67	12' R	5.00	5.75	10.75	
C-6	42+70	18' L	3.50	5.75	9.25	
B-15	43+27	6' R	5.00	6.00	11.00	
B-16	47+20	7' L	5.50	5.50	11.00	
B-17	47+75	9' R	4.00	3.50	7.50	
B-18	50+06	4' L	3.75	9.75	13.50	
B-19	53+76	8' R	2.00	3.50	5.50	
B-20	54+77	7' L	2.00	5.75	7.75	
B-21	57+53	13' L	7.50	---	7.50	No concrete pavement present
B-22	59+82	9' R	2.75	5.25	8.00	
C-8	60+75	12' R	3.25	3.50	6.75	
C-7			2.50	5.00	7.50	
Project Average			3.94	4.90	8.49	

APPENDIX C
TRAFFIC DATA

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Page 1

Site Code: 945
Station ID: 945-22
ST. LOUIS ST
BAYOU ST / SCOTT ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	4	6	15	8	8	*	*	8
01:00	*	6	5	3	5	5	*	*	5
02:00	*	3	3	4	9	5	*	*	5
03:00	*	4	4	9	7	6	*	*	6
04:00	*	5	7	7	1	5	*	*	5
05:00	*	24	28	25	16	23	*	*	23
06:00	*	113	106	97	89	101	*	*	101
07:00	*	254	254	237	*	248	*	*	248
08:00	*	172	187	162	*	174	*	*	174
09:00	142	133	139	144	*	140	*	*	140
10:00	147	154	149	148	*	150	*	*	150
11:00	160	179	202	156	*	174	*	*	174
12:00 PM	180	200	201	210	*	198	*	*	198
01:00	157	161	175	183	*	169	*	*	169
02:00	182	213	191	213	*	200	*	*	200
03:00	167	174	174	173	*	172	*	*	172
04:00	219	229	233	252	*	233	*	*	233
05:00	184	185	165	200	*	184	*	*	184
06:00	89	101	113	131	*	108	*	*	108
07:00	60	83	72	91	*	76	*	*	76
08:00	30	47	62	64	*	51	*	*	51
09:00	28	38	44	69	*	45	*	*	45
10:00	40	24	23	49	*	34	*	*	34
11:00	12	14	13	27	*	16	*	*	16
Total	1797	2520	2556	2669	135	2525	0	0	2525
% Avg. WkDay	71.2%	99.8%	101.2%	105.7%	5.3%	100.0%			
% Avg. Week	71.2%	99.8%	101.2%	105.7%	5.3%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	160	254	254	237	89	248	-	-	248
PM Peak	16:00	16:00	16:00	16:00	-	16:00	-	-	16:00
Vol.	219	229	233	252	-	233	-	-	233
Total	1797	2520	2556	2669	135	2525	0	0	2525
ADT	ADT 2,519		AADT 2,519						

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Page 1

Site Code: 944
Station ID: 944-22
ST. LOUIS ST
DEARBORN ST / WARREN ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00AM	*	4	3	14	9	8	*	*	8
01:00	*	6	5	3	4	4	*	*	4
02:00	*	2	2	5	9	4	*	*	4
03:00	*	4	4	10	7	6	*	*	6
04:00	*	4	10	5	0	5	*	*	5
05:00	*	24	28	26	19	24	*	*	24
06:00	*	114	108	100	89	103	*	*	103
07:00	*	265	268	240	*	258	*	*	258
08:00	*	198	205	175	*	193	*	*	193
09:00	164	158	171	141	*	158	*	*	158
10:00	150	169	161	143	*	156	*	*	156
11:00	200	217	230	198	*	211	*	*	211
12:00 PM	131	219	256	235	*	210	*	*	210
01:00	188	186	205	222	*	200	*	*	200
02:00	202	238	201	234	*	219	*	*	219
03:00	188	199	197	221	*	201	*	*	201
04:00	252	256	260	277	*	261	*	*	261
05:00	225	231	213	246	*	229	*	*	229
06:00	115	119	140	161	*	134	*	*	134
07:00	73	102	93	124	*	98	*	*	98
08:00	50	64	84	81	*	70	*	*	70
09:00	41	41	47	94	*	56	*	*	56
10:00	39	23	26	54	*	36	*	*	36
11:00	11	13	17	33	*	18	*	*	18
Total	2029	2856	2934	3042	137	2862	0	0	2862
% Avg. WkDay	70.9%	99.8%	102.5%	106.3%	4.8%	100.0%			
% Avg. Week	70.9%	99.8%	102.5%	106.3%	4.8%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	*	*	07:00
Vol.	200	265	268	240	89	258	*	*	258
PM Peak	16:00	16:00	16:00	16:00	-	16:00	*	*	16:00
Vol.	252	256	260	277	-	261	*	*	261
Total	2029	2856	2934	3042	137	2862	0	0	2862
ADT	ADT 2,850		AADT 2,850						

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Page 1

Site Code: 943
Station ID: 943-22
ST. LOUIS ST
HAMILTON ST / FRANKLIN ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	4	4	9	10	7	*	*	7
01:00	*	8	5	4	6	6	*	*	6
02:00	*	4	4	7	11	6	*	*	6
03:00	*	4	4	12	7	7	*	*	7
04:00	*	6	9	6	2	6	*	*	6
05:00	*	27	28	28	24	27	*	*	27
06:00	*	120	112	103	83	104	*	*	104
07:00	*	241	267	238	*	249	*	*	249
08:00	*	220	226	178	*	208	*	*	208
09:00	186	163	173	156	*	170	*	*	170
10:00	154	175	170	154	*	163	*	*	163
11:00	211	236	262	222	*	233	*	*	233
12:00 PM	242	242	275	264	*	256	*	*	256
01:00	207	207	226	246	*	222	*	*	222
02:00	188	234	209	221	*	213	*	*	213
03:00	189	226	201	216	*	208	*	*	208
04:00	262	258	260	287	*	267	*	*	267
05:00	257	253	241	226	*	244	*	*	244
06:00	111	113	128	170	*	130	*	*	130
07:00	70	107	98	136	*	103	*	*	103
08:00	50	67	84	75	*	69	*	*	69
09:00	41	39	45	83	*	52	*	*	52
10:00	38	25	32	46	*	35	*	*	35
11:00	8	16	21	24	*	17	*	*	17
Total	2214	2995	3084	3111	143	3002	0	0	3002
% Avg. WkDay	73.8%	99.8%	102.7%	103.6%	4.8%	100.0%			
% Avg. Week	73.8%	99.8%	102.7%	103.6%	4.8%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	211	241	267	238	83	249	-	-	249
PM Peak	16:00	16:00	12:00	16:00	-	16:00	-	-	16:00
Vol.	262	258	275	287	-	267	-	-	267
Total	2214	2995	3084	3111	143	3002	0	0	3002
ADT	ADT 3,063		AADT 3,063						

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Page 1

Site Code: 102
Station ID: 102-22
ST. LOUIS ST
JOACHIM ST / N. CONCEPTION ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00 AM	*	3	9	6	7	6	*	*	6
01:00	*	3	1	0	5	2	*	*	2
02:00	*	6	7	6	5	6	*	*	6
03:00	*	4	3	8	3	4	*	*	4
04:00	*	6	9	5	7	7	*	*	7
05:00	*	18	26	20	13	19	*	*	19
06:00	*	127	110	95	79	103	*	*	103
07:00	*	278	294	230	*	267	*	*	267
08:00	*	245	252	205	*	234	*	*	234
09:00	185	170	186	171	*	178	*	*	178
10:00	179	199	186	156	*	180	*	*	180
11:00	227	231	261	247	*	242	*	*	242
12:00 PM	246	275	268	271	*	265	*	*	265
01:00	205	213	220	238	*	219	*	*	219
02:00	185	234	206	242	*	217	*	*	217
03:00	188	259	206	210	*	216	*	*	216
04:00	277	255	261	264	*	264	*	*	264
05:00	219	253	246	234	*	238	*	*	238
06:00	106	132	100	143	*	120	*	*	120
07:00	72	100	100	107	*	95	*	*	95
08:00	55	65	61	54	*	59	*	*	59
09:00	34	43	42	72	*	48	*	*	48
10:00	27	22	21	37	*	27	*	*	27
11:00	6	21	19	30	*	19	*	*	19
Total	2211	3162	3094	3051	119	3035	0	0	3035
% Avg. WkDay	72.9%	104.2%	101.9%	100.5%	3.9%	100.0%			
% Avg. Week	72.9%	104.2%	101.9%	100.5%	3.9%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	11:00	06:00	07:00	-	-	07:00
Vol.	227	278	294	247	79	267	-	-	267
PM Peak	16:00	12:00	12:00	12:00	-	12:00	-	-	12:00
Vol.	277	275	268	271	-	265	-	-	265
Total	2211	3162	3094	3051	119	3035	0	0	3035
ADT	ADT 3,102		AADT 3,102						

City of Mobile
Traffic Engineering
852 Gayle St.
Mobile, AL 36604

Page 1

Site Code: 104
Station ID: 104-22
ST. LOUIS ST
ST. JOSEPH ST / ROYAL ST
Date Start: 11-Apr-22
Date End: 15-Apr-22

Start Time	Mon 11-Apr-22	Tue	Wed	Thu	Fri	Average Day	Sat	Sun	Week Average
12:00AM	*	3	13	4	8	7	*	*	7
01:00	*	3	2	0	6	3	*	*	3
02:00	*	7	2	8	5	6	*	*	6
03:00	*	4	5	3	2	4	*	*	4
04:00	*	8	10	6	10	8	*	*	8
05:00	*	23	26	24	11	21	*	*	21
06:00	*	141	129	98	90	114	*	*	114
07:00	*	265	283	222	*	257	*	*	257
08:00	*	241	254	213	*	236	*	*	236
09:00	166	173	181	184	*	176	*	*	176
10:00	204	175	148	149	*	169	*	*	169
11:00	212	216	212	202	*	210	*	*	210
12:00 PM	218	232	196	233	*	220	*	*	220
01:00	179	178	154	203	*	178	*	*	178
02:00	181	206	172	212	*	193	*	*	193
03:00	174	218	144	178	*	178	*	*	178
04:00	235	212	155	200	*	200	*	*	200
05:00	209	217	197	120	*	186	*	*	186
06:00	98	116	88	108	*	102	*	*	102
07:00	74	80	75	92	*	80	*	*	80
08:00	46	55	66	45	*	53	*	*	53
09:00	32	47	44	64	*	47	*	*	47
10:00	31	19	19	39	*	27	*	*	27
11:00	9	18	11	27	*	16	*	*	16
Total	2068	2857	2586	2634	132	2691	0	0	2691
% Avg. WkDay	76.8%	106.2%	96.1%	97.9%	4.9%	100.0%			
% Avg. Week	76.8%	106.2%	96.1%	97.9%	4.9%	100.0%	0.0%	0.0%	
AM Peak	11:00	07:00	07:00	07:00	06:00	07:00	-	-	07:00
Vol.	212	265	283	222	90	257	-	-	257
PM Peak	16:00	12:00	17:00	12:00	-	12:00	-	-	12:00
Vol.	235	232	197	233	-	220	-	-	220
Total	2068	2857	2586	2634	132	2691	0	0	2691
ADT	ADT 2,692		AADT 2,692						

APPENDIX D

ESAL RANGE CALCULATION WORKSHEET

Project Number: 2018-3005-19
Innovating St. Louis Street: Mobile's Technology Corridor
Mobile County
2024 ESAL Range Calculations
October 6, 2023

$$\text{ESALS} = \frac{(\text{Current Traffic} + \text{Projected Traffic}) (\text{TADT}) (0.99) (\text{FDD}) (\text{FLD}) (7300)}{2}$$

Bayou St. to Scott St.

Current Traffic (2024)	=	2,725
Projected traffic (2044)	=	5,970
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(2,725 + 5,970)}{2} (0.053) (0.99) (0.50) (1.00) (7300) = 832,614 \text{ ESALS}$$

$$\text{ESAL RANGE} = \text{A/B}$$

Dearborn St. to Warren St.

Current Traffic (2024)	=	3,083
Projected traffic (2044)	=	6,754
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(3,083 + 6,754)}{2} (0.053) (0.99) (0.50) (1.00) (7300) = 941,969 \text{ ESALS}$$

$$\text{ESAL RANGE} = \text{A/B}$$

Hamilton St. to Franklin St.

Current Traffic (2024)	=	3,313
Projected traffic (2044)	=	7,259
Current Traffic TADT	=	5.3%
FDD (Direction Dist.)	=	50%
FLD (Lane Distribution)	=	100%

$$\frac{(3,313 + 7,259)}{2} (0.053) (0.99) (0.50) (1.00) (7300) = 1,012,351 \text{ ESALS}$$

$$\text{ESAL RANGE} = \text{C/D}$$

Joachim St. to Conception St.

Current Traffic (2024) = 3,355

Projected traffic (2044) = 7,351

Current Traffic TADT = 5%

FDD (Direction Dist.) = 50%

FLD (Lane Distribution) = 100%

$$\frac{(3,355 + 7,351)}{2} (0.05) (0.99) (0.50) (1.00) (7300) = 1,025,182 \text{ ESALS}$$

ESAL RANGE = C/D

St. Joseph St. to Royal St.

Current Traffic (2024) = 2,912

Projected traffic (2044) = 6,380

Current Traffic TADT = 5%

FDD (Direction Dist.) = 50%

FDD (Direction Dist.) = 100%

$$\frac{(2,912 + 6,380)}{2} (0.05) (0.99) (0.50) (1.00) (7300) = 889,781 \text{ ESALS}$$

ESAL RANGE = A/B

APPENDIX E
DRAINAGE COEFFICENTS

ADAPTED FROM REFERENCE 2



Table No. 1 Percent Passing The Number 200 Sieve

<u>Specification Section Number</u>	<u>Class</u>	<u>% Passing #8</u>	<u>% of #8 Passing #200</u>	<u>% of Total Passing #200</u>	<u>(*) Use %</u>
820 Selected Materials	A	60-100	12-45	7.2-45	25
	A1	42-100	12-45	5.04-45	25
	B	22-75	12-50	2.64-37.5	20
	B1	20-70	15-65	3-45.5	25
	C	20-50	15-75	3-37.5	20
821 Granular Soils	A	20-100	12-45	2.4-45	25
	B	20-100	12-40	2.4-40	20
	C	20-100	12-35	2.4-45	20
823 Soil Aggregate	A	35-75	12-37	4.2-27.75	15
	B	25-70	12-42	3-29.4	15
	C	22-50	12-45	2.64-22.5	10
824 Processed Reef Shell	A	40-70	10-40	4-28	15
	B	20-55	10-40	2-22	10
825 Crushed Aggregate	A			0-10	5
	B			4-18	10

(*) The values shown in this column are approximate mid-range values to be used for design purposes in the absence of other data. If the materials source is known and there is documentation to show that another value should be used for the per cent passing the #200 sieve, the documented value should be used.

AVG ANNUAL RAINFALL INCHES	% PASS NO 200	SAT LEVEL Si	DRAINAGE QUALITY	mi	USE mi	mi CAL FROM REGRESS EQUATION
48	0	0.912	1.2	1.0944	1.09	1.09
48	5	0.912	1.17	1.06704	1.07	1.06
48	10	0.912	1.14	1.03968	1.04	1.04
48	15	0.912	1.11	1.01232	1.01	1.01
48	20	0.912	1.08	0.98496	0.98	0.98
48	25	0.912	1.05	0.9576	0.96	0.96
48	30	0.912	1.02	0.93024	0.93	0.93
48	35	0.912	0.99	0.90288	0.90	0.91
48	40	0.912	0.96	0.87552	0.88	0.88
48	45	0.912	0.93	0.84816	0.85	0.85
48	50	0.912	0.9	0.8208	0.82	0.83
50	0	0.9	1.2	1.08	1.08	1.07
50	5	0.9	1.17	1.053	1.05	1.05
50	10	0.9	1.14	1.026	1.03	1.02
50	15	0.9	1.11	0.999	1.00	1.00
50	20	0.9	1.08	0.972	0.97	0.97
50	25	0.9	1.05	0.945	0.95	0.94
50	30	0.9	1.02	0.918	0.92	0.92
50	35	0.9	0.99	0.891	0.89	0.89
50	40	0.9	0.96	0.864	0.86	0.87
50	45	0.9	0.93	0.837	0.84	0.84
50	50	0.9	0.9	0.81	0.81	0.82
52	0	0.888	1.2	1.0656	1.07	1.06
52	5	0.888	1.17	1.03896	1.04	1.04
52	10	0.888	1.14	1.01232	1.01	1.01
52	15	0.888	1.11	0.98568	0.99	0.98
52	20	0.888	1.08	0.95904	0.96	0.96
52	25	0.888	1.05	0.9324	0.93	0.93
52	30	0.888	1.02	0.90576	0.91	0.91
52	35	0.888	0.99	0.87912	0.88	0.88
52	40	0.888	0.96	0.85248	0.85	0.85
52	45	0.888	0.93	0.82584	0.83	0.83
52	50	0.888	0.9	0.7992	0.80	0.80

NOTE: For improved roadbed material, a drainage coefficient (mi) value of 1.00 will be used in all cases.

*R and up
improved roadbed USE 1.00*

(10)

BLE 2: CONTINUED

54	0	0.876	1.2	1.0512	1.05	1.05
54	5	0.876	1.17	1.02492	1.02	1.02
54	10	0.876	1.14	0.99864	1.00	1.00
54	15	0.876	1.11	0.97236	0.97	0.97
54	20	0.876	1.08	0.94608	0.95	0.95
54	25	0.876	1.05	0.9198	0.92	0.92
54	30	0.876	1.02	0.89352	0.89	0.89
54	35	0.876	0.99	0.86724	0.87	0.87
54	40	0.876	0.96	0.84096	0.84	0.84
54	45	0.876	0.93	0.81468	0.81	0.82
54	50	0.876	0.9	0.7884	0.79	0.79
56	0	0.864	1.2	1.0368	1.04	1.04
56	5	0.864	1.17	1.01088	1.01	1.01
56	10	0.864	1.14	0.98496	0.98	0.98
56	15	0.864	1.11	0.95904	0.96	0.96
56	20	0.864	1.08	0.93312	0.93	0.93
56	25	0.864	1.05	0.9072	0.91	0.91
56	30	0.864	1.02	0.88128	0.88	0.88
56	35	0.864	0.99	0.85536	0.86	0.86
56	40	0.864	0.96	0.82944	0.83	0.83
56	45	0.864	0.93	0.80352	0.80	0.80
56	50	0.864	0.9	0.7776	0.78	0.78
58	0	0.852	1.2	1.0224	1.02	1.02
58	5	0.852	1.17	0.99684	1.00	1.00
58	10	0.852	1.14	0.97128	0.97	0.97
58	15	0.852	1.11	0.94572	0.95	0.95
58	20	0.852	1.08	0.92016	0.92	0.92
58	25	0.852	1.05	0.8946	0.89	0.89
58	30	0.852	1.02	0.86904	0.87	0.87
58	35	0.852	0.99	0.84348	0.84	0.84
58	40	0.852	0.96	0.81792	0.82	0.82
58	45	0.852	0.93	0.79236	0.79	0.79
58	50	0.852	0.9	0.7668	0.77	0.77
60	0	0.84	1.2	1.008	1.01	1.01
60	5	0.84	1.17	0.9828	0.98	0.99
60	10	0.84	1.14	0.9576	0.96	0.96
60	15	0.84	1.11	0.9324	0.93	0.93
60	20	0.84	1.08	0.9072	0.91	0.91
60	25	0.84	1.05	0.882	0.88	0.88
60	30	0.84	1.02	0.8568	0.86	0.86
60	35	0.84	0.99	0.8316	0.83	0.83
60	40	0.84	0.96	0.8064	0.81	0.80
60	45	0.84	0.93	0.7812	0.78	0.78
60	50	0.84	0.9	0.756	0.76	0.75

NOTE: For improved roadbed material, a drainage coefficient (m) value of 1.00 will be used in all cases.

ABLE 2: CONTINUED

62	0	0.828	1.2	0.9936	0.99	CRUSHED AGGREGATE BASE	1.00
62	5	0.828	1.17	0.96876	0.97		0.97
62	10	0.828	1.14	0.94392	0.94		0.95
62	15	0.828	1.11	0.91908	0.92	GRANULAR SOIL BASE	0.92
62	20	0.828	1.08	0.89424	0.89		0.90
62	25	0.828	1.05	0.8694	0.87		0.87
62	30	0.828	1.02	0.84456	0.84		0.84
62	35	0.828	0.99	0.81972	0.82		0.82
62	40	0.828	0.96	0.79488	0.79		0.79
62	45	0.828	0.93	0.77004	0.77		0.77
62	50	0.828	0.9	0.7452	0.75		0.74
64	0	0.816	1.2	0.9792	0.98		0.99
64	5	0.816	1.17	0.95472	0.95		0.96
64	10	0.816	1.14	0.93024	0.93		0.93
64	15	0.816	1.11	0.90576	0.91		0.91
64	20	0.816	1.08	0.88128	0.88		0.88
64	25	0.816	1.05	0.8568	0.86		0.86
64	30	0.816	1.02	0.83232	0.83		0.83
64	35	0.816	0.99	0.80784	0.81		0.80
64	40	0.816	0.96	0.78336	0.78		0.78
64	45	0.816	0.93	0.75888	0.76		0.75
64	50	0.816	0.9	0.7344	0.73		0.73

NOTE: For improved roadbed material, a drainage coefficient (mi) value of 1.00 will be used in all cases.

APPENDIX F

DARWin PAVEMENT DESIGN ANALYSIS

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare
Computer Software Product
Geotechnical Engineering-Testing, Inc.

Flexible Structural Design Module

INNOVATING ST. LOUIS STREET:
MOBILE'S TECHNOLOGY CORRIDOR

2018-305-19

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	960,457
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	85 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,400 psi
Stage Construction	1

Calculated Design Structural Number	3.27 in
-------------------------------------	---------

Rigorous ESAL Calculation

Performance Period (years)	20
Two-Way Traffic (ADT)	3,077
Number of Lanes in Design Direction	1
Percent of All Trucks in Design Lane	100 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
.2	94.7	4	0.0002	0	3,169
5	5.3	4	1.0794	0	957,288
Total	100	-	-	-	960,457

Growth	Compound
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Total Calculated Cumulative ESALs	960,457
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APPENDIX G

PAVEMENT DESIGN WORKSHEETS

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
 County: Mobile
 Designed By: Curt Doyle, P.E.

Project: St. Louis St. Improvements
 System: City Street

Pavement Build-up Required SN (DARWin)	3.27
--	------

Option 1: Remove existing asphalt and concrete pavements and reconstruct the roadway

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement (Remove)	1	---	1	3.9	
Concrete Pavement (Remove)	1	---	1	4.9	
				8.8	

Proposed Pavement Section

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07
424B-651	Upper Binder Layer, 1" Max Agg Size	300	1	0.54	1	2.70	1.46
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
						10.68	3.32

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
 County: Mobile
 Designed By: Curt Doyle, P.E.

Project: St. Louis St. Improvements
 System: City Street

Pavement Build-up Required SN (DARWin)	3.27
--	------

Option 2: Plane and resurface the existing pavement with Upper Binder and Wearing Surface

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement	1	0.3	1	3.9	1.17
Concrete Pavement	1	0.32	1	4.9	1.57
Granular Soil Base	1	0.05	0.89	6	0.27
Existing SN:					3.01

Required Planing	1	0.3	1	(200)	(0.60)
------------------	---	-----	---	-------	--------

SN (After Planing): 2.41

SN_{overlay} 0.87

Proposed Overlay

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	165	1	0.54	1	1.49	0.80
424B-651	Upper Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
							3.96
							2.14

Proposed Patching w/ Option 2

Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	165	1	0.54	1	1.49	0.80
424B-651	Upper Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
424B-685	Lower Binder Layer, 1" Max Agg Size	275	1	0.54	1	2.48	1.34
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
							12.44
							4.26

GEOTECHNICAL ENGINEERING-TESTING, INC.
FLEXIBLE PAVEMENT DESIGN
WORK SHEET

10/25/2023

Project No.: 2018-3005-19
County: Mobile
Designed By: Curt Doyle, P.E.

Project: St. Louis St. Improvements
System: City Street

Pavement Build-up Required SN (DARWin)	3.27
--	------

Option 3: Plane and resurface the existing pavement

Existing Build-Up

Existing Layers	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
Asphalt Pavement	1	0.3	1	3.9	1.17
Concrete Pavement	1	0.32	1	4.9	1.57
Granular Soil Base	1	0.05	0.89	6	0.27
Existing SN:					3.01

Required Planing	1	0.3	1	(2.00)	(0.60)
------------------	---	-----	---	--------	--------

SN (After Planing): 2.41

SN_{overlay} 0.87

Proposed Overlay

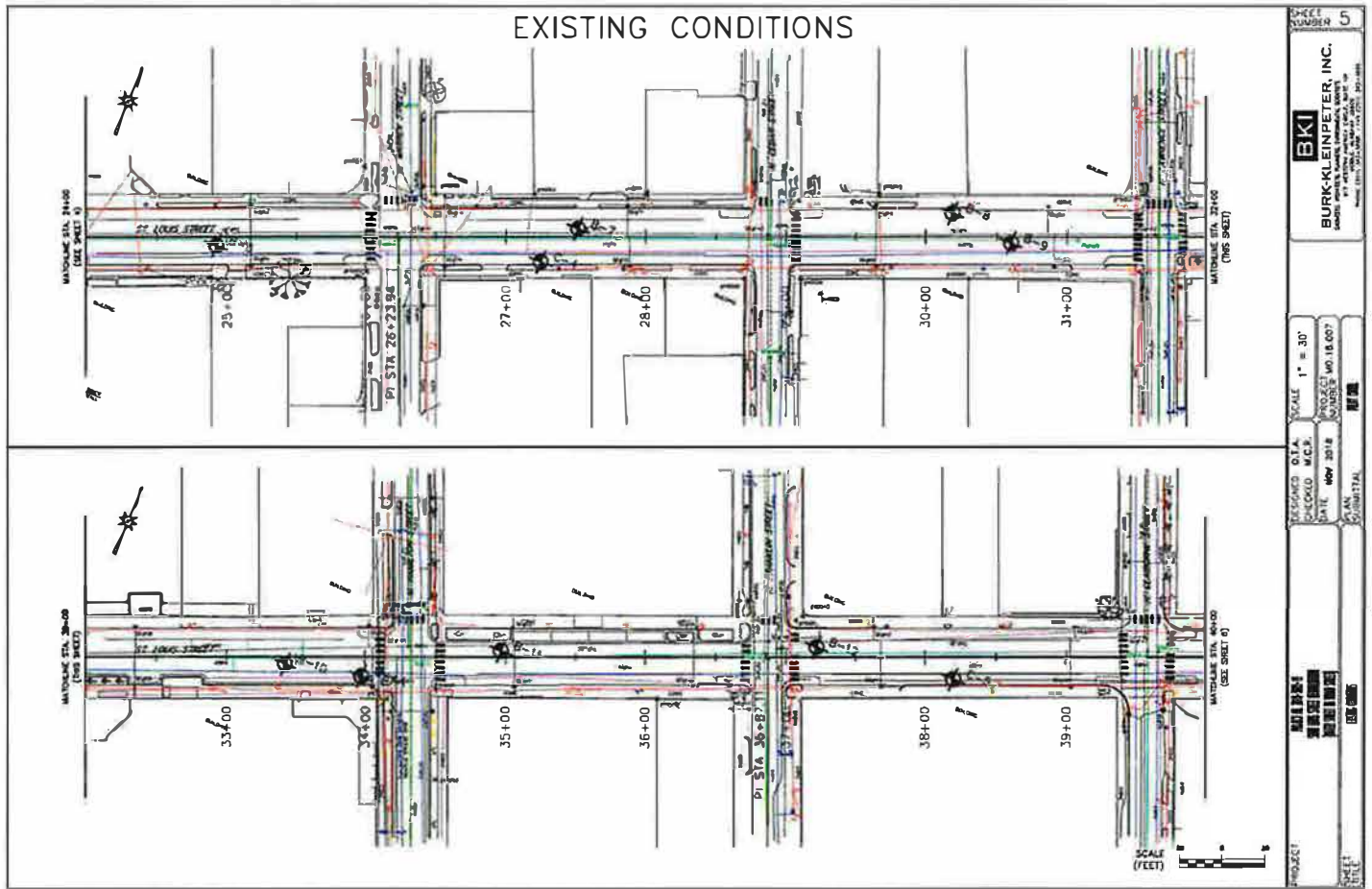
Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07

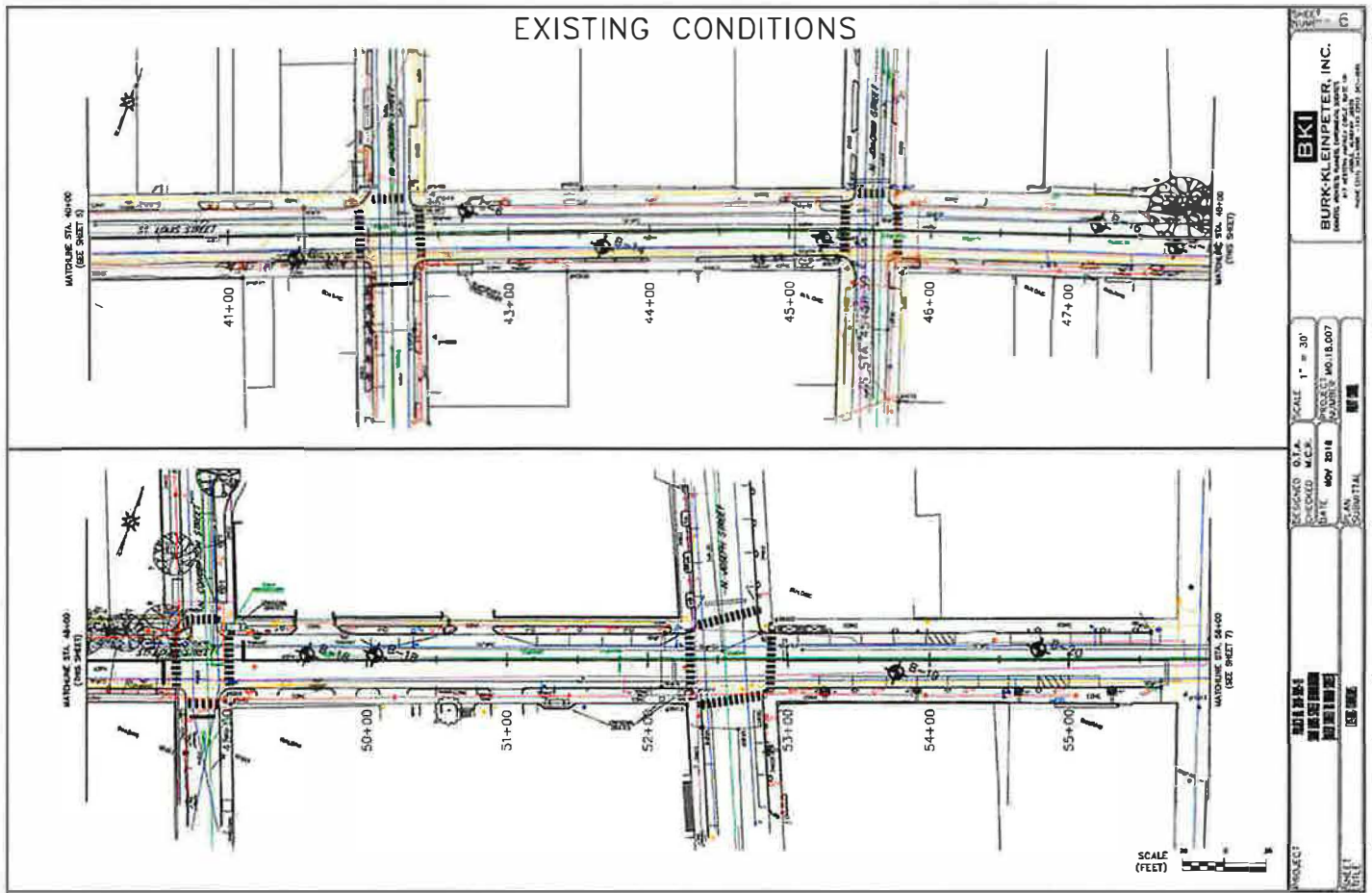
Proposed Patching with Option 3

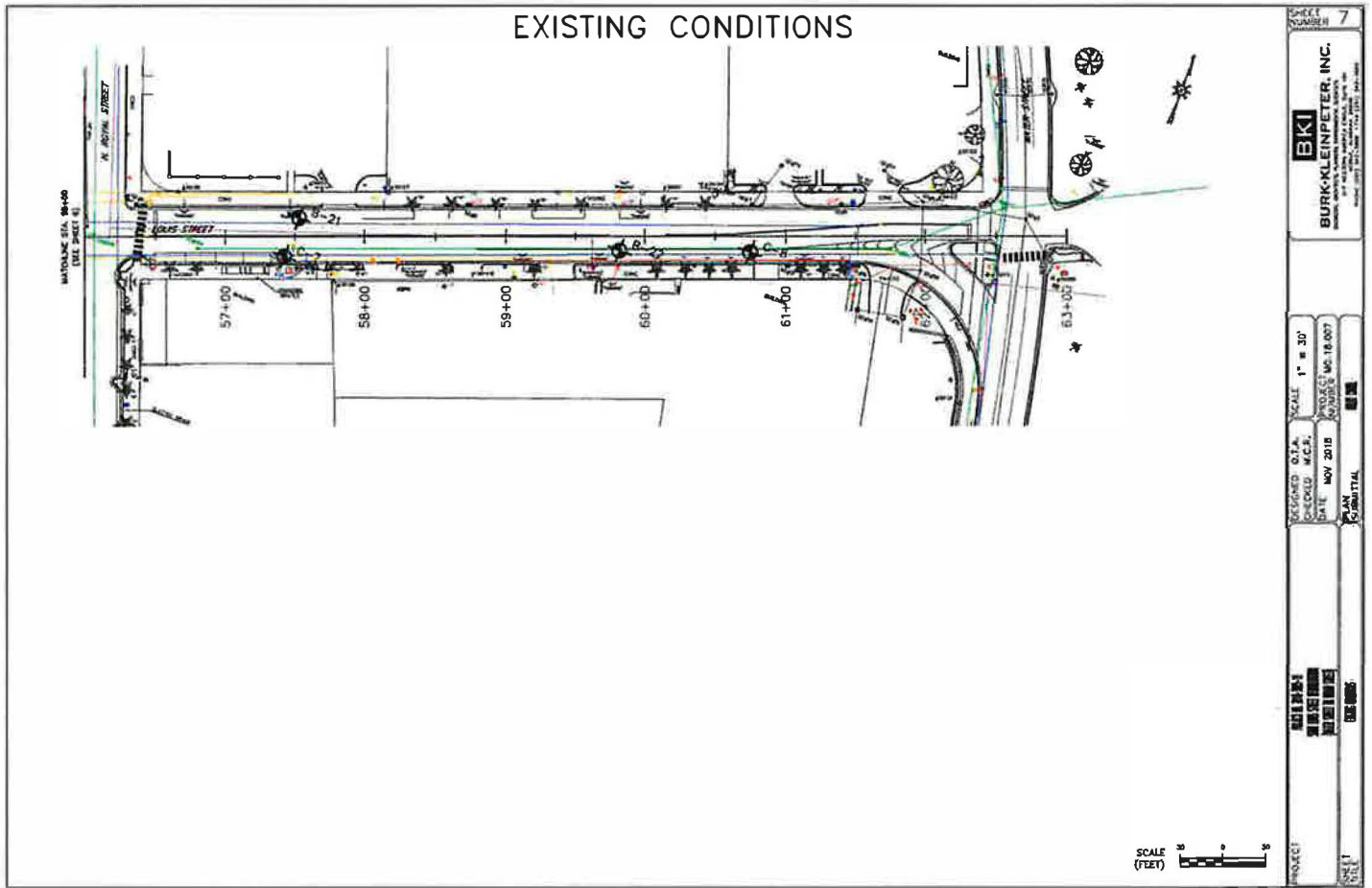
Pay Item	Layer Description	Lb/SY	No. of Layers	Struct. Coeff.	Drainage	Thickness	SN
424A-360	Wearing Surface, 1/2" Max Agg Size	220	1	0.54	1	1.98	1.07
424B-651	Upper Binder Layer, 1" Max Agg Size	300	1	0.54	1	2.70	1.46
301A-012	Crushed Aggregate Base		1	0.14	0.94	6.00	0.79
						10.68	3.32

APPENDIX H

BORING LOCATION PLAN SHEETS







APPENDIX I
LOGS OF BORINGS

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.4 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: CONCRETE NOT
CORED



BORING NUMBER: B-1A

BORING LOCATION: STATION 12+00
12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5" Asphalt										
		B.T. @ 0.4 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 0.7 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: B-1

BORING LOCATION: STATION 12+00
6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _t	N _c		L.L.	P.I.				
0		3" Asphalt										
		5" Concrete										
		B.T. @ 0.7 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOB DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI ALGOT 1227/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.6 FT.

BORING ELEV.: 12.6 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-1

BORING LOCATION: STATION 12+46
15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _f	N _c		L.L.	P.I.				
0		3" Asphalt 4" Concrete Brown silty sand w/ gravel										
		B.T. @ 1.6 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.5 FT.

BORING ELEV.: 12.2 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: CONCRETE NOT
CORED



BORING NUMBER: B-2

BORING LOCATION: STATION 14+42
12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5.5" Asphalt										
		B.T. @ 0.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.5 FT.

BORING ELEV.: 11.8 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: CONCRETE NOT
CORED



BORING NUMBER: C-1A

BORING LOCATION: STATION 16+61
12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5.5" Asphalt										
		B.T. @ 0.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET/GPJ GETI AL GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 0.6 FT.

BORING ELEV.: 11.3 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: B-3

BORING LOCATION: STATION 17+02
5' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _f	N _c		L.L.	P.I.				
0		1.5" Asphalt 5" Concrete										
		B.T. @ 0.6 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 10.4 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-2

BORING LOCATION: STATION 19+12
15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _f	N _c		L.L.	P.I.				
0		2" Asphalt 4.5" Concrete Dark brown silty sand w/ small amount of gravel B.T. @ 1.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI ALGDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.0 FT.

DATUM:

WATER DEPTH: 10 FT.



BORING NUMBER: B-4

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 19+28
6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _t	N _c		L.L.	P.I.				
0		2" Asphalt Concrete										
		Dense to firm dark brown & yellowish brown silty sand w/ trace of gravel near the surface	1	43		11	NP	NP		14.7		A-2-4 (0)
			2	16								
			3	6								
5		Medium consistency gray, yellowish brown & red sandy clay	4	6		25	31	19		48.9		A-6 (5)
			5	6								
		Soft dark gray & light brown sandy clay	6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING

DRILL CREW: JH, LL(LOGGER)

DATE DRILLED: 12/21/18

BORING DEPTH: 0.4 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: CONCRETE NOT
CORED



BORING NUMBER: C-2A

BORING LOCATION: STATION 19+65
12' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5" Asphalt										
		B.T. @ 0.4 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: 10 FT.

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-5

BORING LOCATION: STATION 22+14
6' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		2.5" Asphalt 4.5" Concrete										
		Dense brown & light gray silty sand	1	32								
		Firm dark brown & light yellowish brown silty sand	2	11		28	NP	NP		18.1		A-2-4 (0)
		Soft light gray & yellowish red sandy clay	3	4								
5		Loose dark gray clayey sand	4	7								
		Very loose dark gray silty sand	5	2								
			6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:



DRILL CREW: ES, RS, CS(LOGGER)

[illegible]

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 13.0 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-4

BORING LOCATION: STATION 27+42
18' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5" Asphalt										
		5" Concrete										
		Dark gray silty sand w/ gravel										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CP ST. LOUIS STREET GRP GETI AL GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.5 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-7

BORING LOCATION: STATION 27+52
6' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _t	N _c		L.L.	P.I.				
0		2.5" Asphalt 7" Concrete										
		Firm dark brown & pale brown silty sand w/ trace of rubble	1	14								
			2	13								
		Firm brown & gray silty sand	3	11								
			4	13								
		Very loose dark gray clayey sand	5	3								
		Loose gray silty sand	6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR
G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.5 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-8

BORING LOCATION: STATION 30+19
17' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		4" Asphalt 4.5" Concrete										
		Firm dark brown & red silty sand w/ rubble	1	11		16	NP	NP		13.8		A-2-4 (0)
			2	16								
		Firm to dense brown, dark brown & light brown silty sand	3	40								
5			4	50								
		Loose dark brown clayey sand	5	5								
		Loose brown silty sand w/ small amount of gravel	6	6								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 14.0 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-9

BORING LOCATION: STATION 30+60
5' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5.5" Asphalt										
		5" Concrete										
			1	70								
		Very dense light brown, dark brown & light brownish yellow silty sand										
			2	50/6"								
			3	19								
5			4	15								
		Firm to loose gray silty sand										
			5	9								
			6	4								
		Loose dark gray silty, clayey sand										
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.6 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-10

BORING LOCATION: STATION 33+42
5' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		7.5" Asphalt										
		4" Concrete										
		Firm brown & dark brown silty sand w/ trace of gravel	1	16		10	NP	NP		21.5		A-2-4 (0)
			2	16								
5		Firm light brown & light gray silty sand	3	16								
			4	16								
			5	4								
		Loose dark gray silty sand	6	6								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 12.8 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-4A

BORING LOCATION: STATION 33+97
14' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		1.5" Asphalt 8" Concrete Dark gray silty sand w/ gravel B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET GPJ GETI AL GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 13.2 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-11

BORING LOCATION: STATION 34+97
4' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		6" Asphalt 2" Concrete										
			1	16								
		Firm brown silty sand	2	20								
			3	15								
5		Firm pale brown fine sand	4	20								
		Firm gray silty sand	5	3								
			6	4								
		Very loose dark brown & brownish yellow silty sand										
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 12.7 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-12

BORING LOCATION: STATION 37+22
8' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N ₁	N _c		L.L.	P.I.				
0		7" Asphalt										
		5.5" Concrete										
			1	8								
			2	11		9	NP	NP		17.6		A-2-4 (0)
		Loose to firm brown silty sand										
5			3	13								
			4	17								
			5	14								
		Firm pale brown & brown silty sand										
			6	15								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/18/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 12.1 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-5

BORING LOCATION: STATION 38+20
15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		4.5" Asphalt										
		5" Concrete										
		Dark brown silty sand w/ shell & gravel										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.7 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-13

BORING LOCATION: STATION 41+48
16' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		6.5" Asphalt										
		5" Concrete										
		Firm dark brown & light brown silty sand w/ gravel	1	18								
		Firm dark brown & light brown silty sand	2	17								
5		Firm pale brown & brown fine sand w/ trace of gravel	3	12								
		Firm light gray silty sand	4	15								
		Loose light gray & light brown clayey sand	5	8								
		Medium consistency light gray & light brown sandy clay	6	7								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 11.2 FT.

DATUM:

WATER DEPTH: 10 FT.



BORING NUMBER: B-14

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 42+67
12' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5" Asphalt										
		5.5" Concrete										
		Loose dark brown & light brown silty sand w/ gravel	1	7								
		Very loose dark brown & brown silty sand	2	2		12	NP	NP		30.5		A-2-4 (0)
5			3	2								
		Very loose to loose gray silty sand	4	2								
			5	10								
		Stiff light brown & light gray sandy clay	6	9								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.8 FT.

BORING ELEV.: 10.6 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-6

BORING LOCATION: STATION 42+70
18' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		3.5" Asphalt										
		6" Concrete										
		Brown silty sand										
		B.T. @ 1.8 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.9 FT.

DATUM:

WATER DEPTH: 10 FT.



BORING NUMBER: B-15

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 43+27
6' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5" Asphalt										
		6" Concrete										
		Loose dark brown silty sand w/ gravel & rubble	1	7								
		Loose brown silty sand w/ traces of gravel & rubble	2	8								
5			3	15								
			4	20								
		Firm light brown to grayish brown silty sand	5	10								
			6	11								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.3 FT.

DATUM:

WATER DEPTH: 9 FT.

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-16

BORING LOCATION: STATION 47+20
7' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		5.5" Asphalt										
		5.5" Concrete										
			1	6								
		Loose dark brown & pale brown silty sand w/ trace of gravel	2	6		11	NP	NP		14.7		A-2-4 (0)
			3	4								
5		Very loose gray silty sand	4	2								
			5	15								
		Firm light gray silty sand	6	16								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/20/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.2 FT.

DATUM:

WATER DEPTH: 9 FT.

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION



BORING NUMBER: B-17

BORING LOCATION: STATION 47+75
9' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N ₁	N _c		L.L.	P.I.				
0		4" Asphalt 5" Concrete										
		Firm dark brown & light brown silty sand w/ gravel & rubble	1	24								
			2	18								
		Firm light brown fine sand w/ silt	3	14								
5			4	20								
		Firm to loose light brown silty sand	5	8								
			6	9								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/21/18

BORING DEPTH: 10 FT.

BORING ELEV.: 10.1 FT.

DATUM:

WATER DEPTH: 9 FT.



BORING NUMBER: B-18

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 50+06
4' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N ₁	N _c		L.L.	P.I.				
0		4" Asphalt										
		11" Concrete										
		Firm brown & light gray silty sand w/ trace of shell	1	12		8	NP	NP		17.9		A-2-4 (0)
			2	10								
		Loose light brown & dark brown silty sand w/ trace of gravel										
5			3	9								
			4	11								
		Firm brown to dark brown & light brown silty sand	5	16								
			6	22								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 8.8 FT.

DATUM:

WATER DEPTH: 7 FT.



BORING NUMBER: B-19

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 53+76
8' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N ₁	N _c		L.L.	P.I.				
0		2" Asphalt 3.5" Concrete										
		Very dense to firm dark brown & light brown silty sand	1	55								
			2	12								
			3	16								
5		Firm gray silty sand	4	20								
			5	11								
		Very loose dark gray silty, clayey sand	6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 8.2 FT.

DATUM:

WATER DEPTH: 7 FT.



BORING NUMBER: B-20

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 54+77
7' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		2" Asphalt 6" Concrete										
			1	35		11	NP	NP		11.7		A-2-4 (0)
		Dense to firm dark brown silty sand w/ trace of gravel near the surface	2	14								
			3	8								
5		Loose gray silty sand	4	8								
			5	5								
		Loose to very loose dark gray silty sand (wet)	6	2								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET GPJ GETI ALGDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 6.7 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-7

BORING LOCATION: STATION 57+42
15' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		2.5" Asphalt 5" Concrete Brown silty sand										
		B.T. @ 1.5 FT										
5												
10												
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 6.7 FT.

DATUM:

WATER DEPTH: 5 FT.



BORING NUMBER: B-21

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 57+53
13' L OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _i	N _c		L.L.	P.I.				
0		7.5" Asphalt										
		Dense dark brown silty sand w/ gravel	1	38								
		Finn dark brown & pale brown silty sand	2	18								
		Loose brown & gray clayey sand	3	6								
5			4	4		23	33	21		57.7		A-6 (9)
		Medium consistency light gray, yellowish red & yellowish brown sandy clay	5	7								
			6	4								
10		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG: SIMCO 2400

DRILL METHOD: SOLID STEM AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/22/18

BORING DEPTH: 10 FT.

BORING ELEV.: 5.1 FT.

DATUM:

WATER DEPTH: 3.5 FT.



BORING NUMBER: B-22

REMARKS: WATER DEPTH IS
ESTIMATED BASED ON
ELEVATION

BORING LOCATION: STATION 59+82
9' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _t	N _c		L.L.	P.I.				
0		2.5 Asphalt 5.5" Concrete										
			1	20		11	NP	NP		11.8		A-1-b (0)
		Firm dark brown silty sand w/ gravel & shells										
			2	26								
		Firm dark brown silty sand w/ trace of gravel	3	10								
5												
		Loose dark gray silty, clayey sand w/ trace of organics	4	6								
			5	15								
		Firm brown to dark brown silty sand w/ trace of gravel around 10 ft										
			6	13								
10												
		B.T. @ 10 FT										
15												

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR

G.E.T. PROJ. NUMBER: 18-184

PROJECT LOCATION: MOBILE, ALABAMA

DRILL RIG:

DRILL METHOD: CORING, HAND AUGER

DRILL CREW: ES, RS, CS(LOGGER)

DATE DRILLED: 9/19/18

BORING DEPTH: 1.5 FT.

BORING ELEV.: 4.4 FT.

DATUM:

WATER DEPTH: NOT
ENCOUNTERED

REMARKS:



BORING NUMBER: C-8

BORING LOCATION: STATION 60+75
12' R OF CL

DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T.		W.C. %	ATTERBERG LIMITS		DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	AASHTO CLASS
				N _f	N _c		L.L.	P.I.				
0		3" Asphalt 3.5" Concrete Brown fine to coarse sand w/ gravel B.T. @ 1.5 FT										
5												
10												
15												

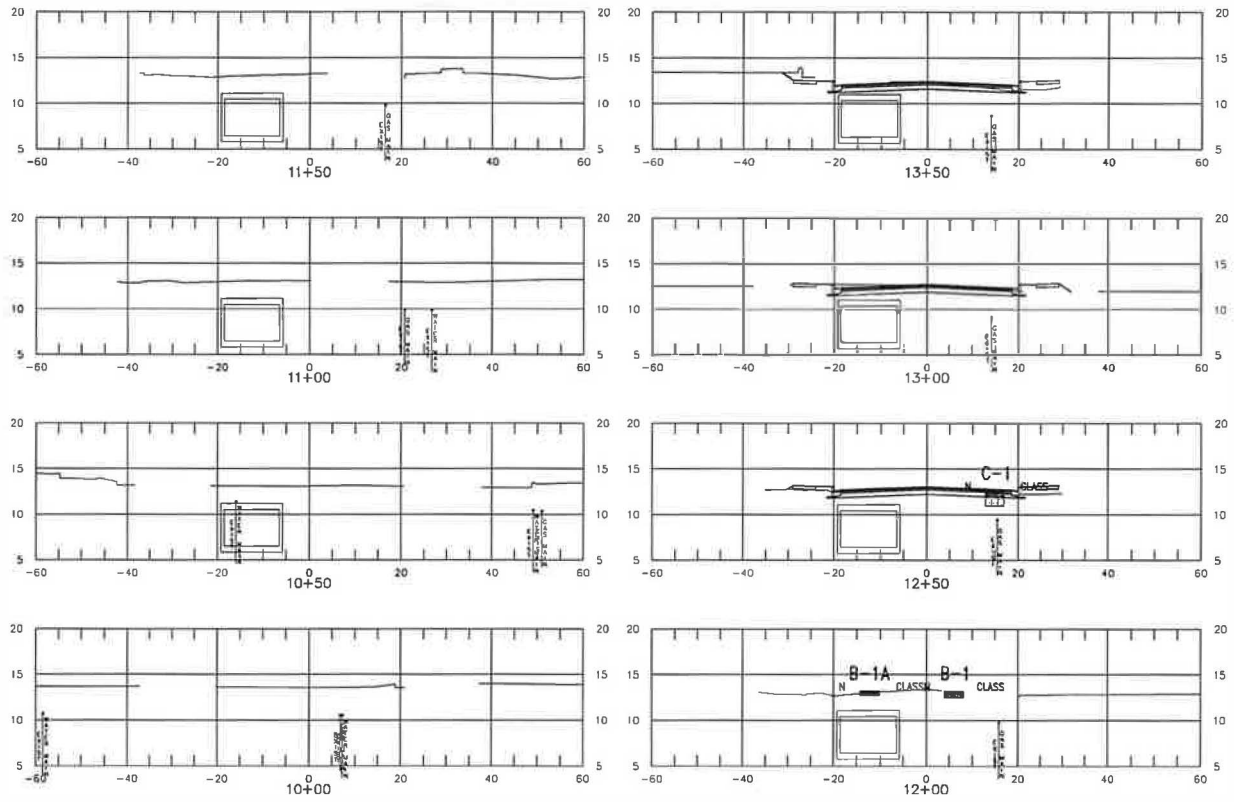
MOB DEEP BORING LOG W/ AASHTO 18-184 CIP ST. LOUIS STREET.GPJ GETI AL.GDT 12/27/18

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

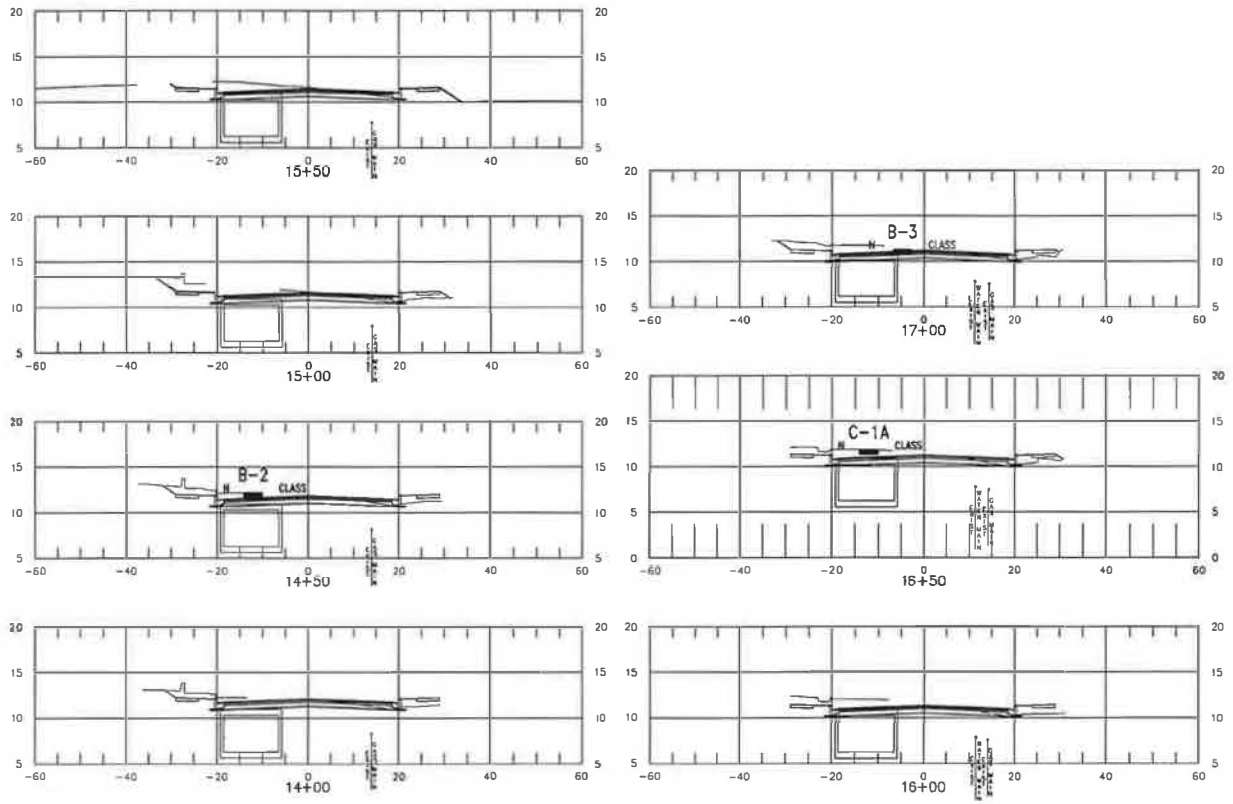
Reviewed By:

APPENDIX J
CROSS SECTIONS

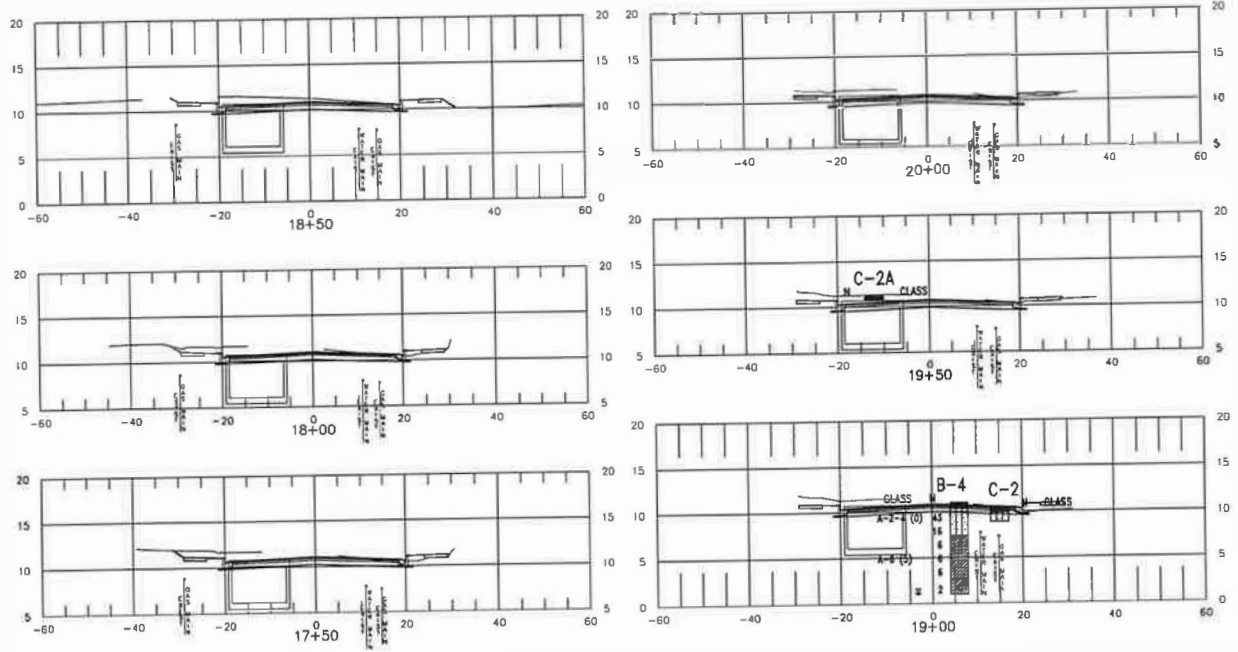
Sta. 10+00 to Sta. 13+50



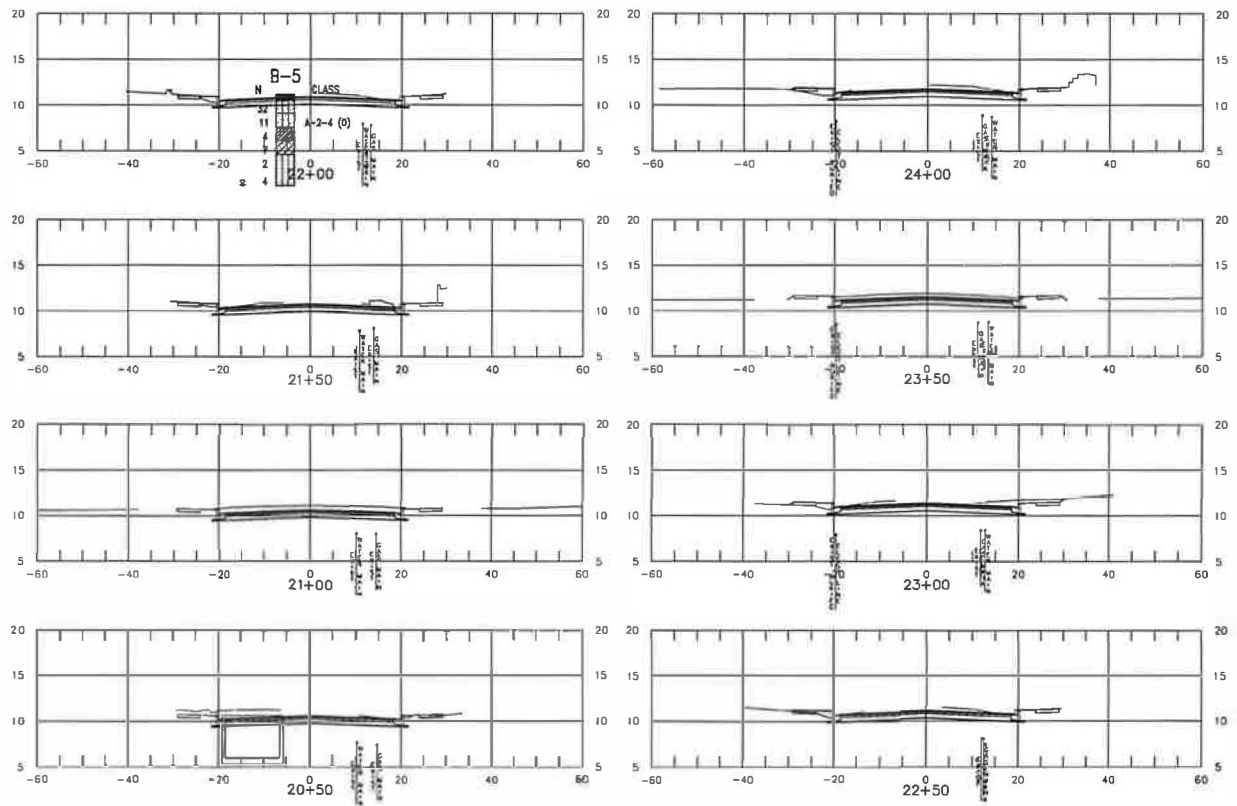
Sta. 14+00 to Sta. 17+00



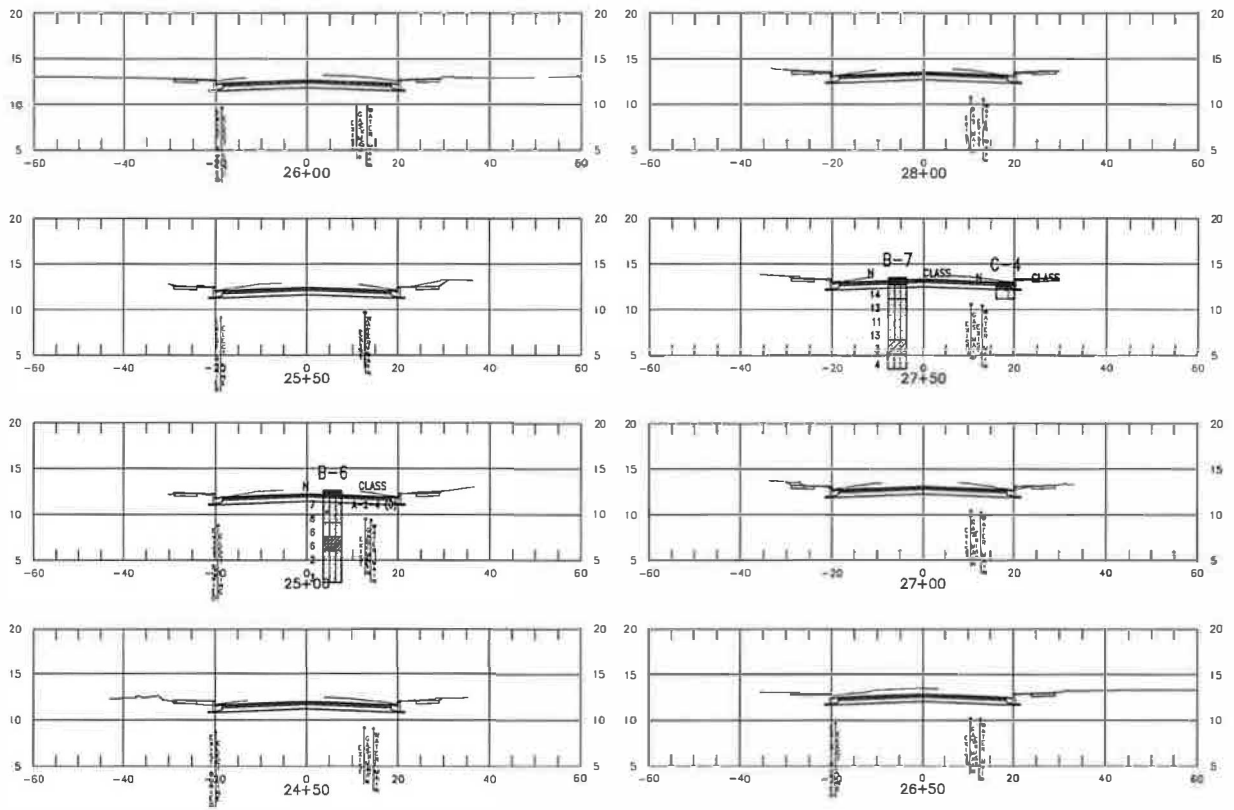
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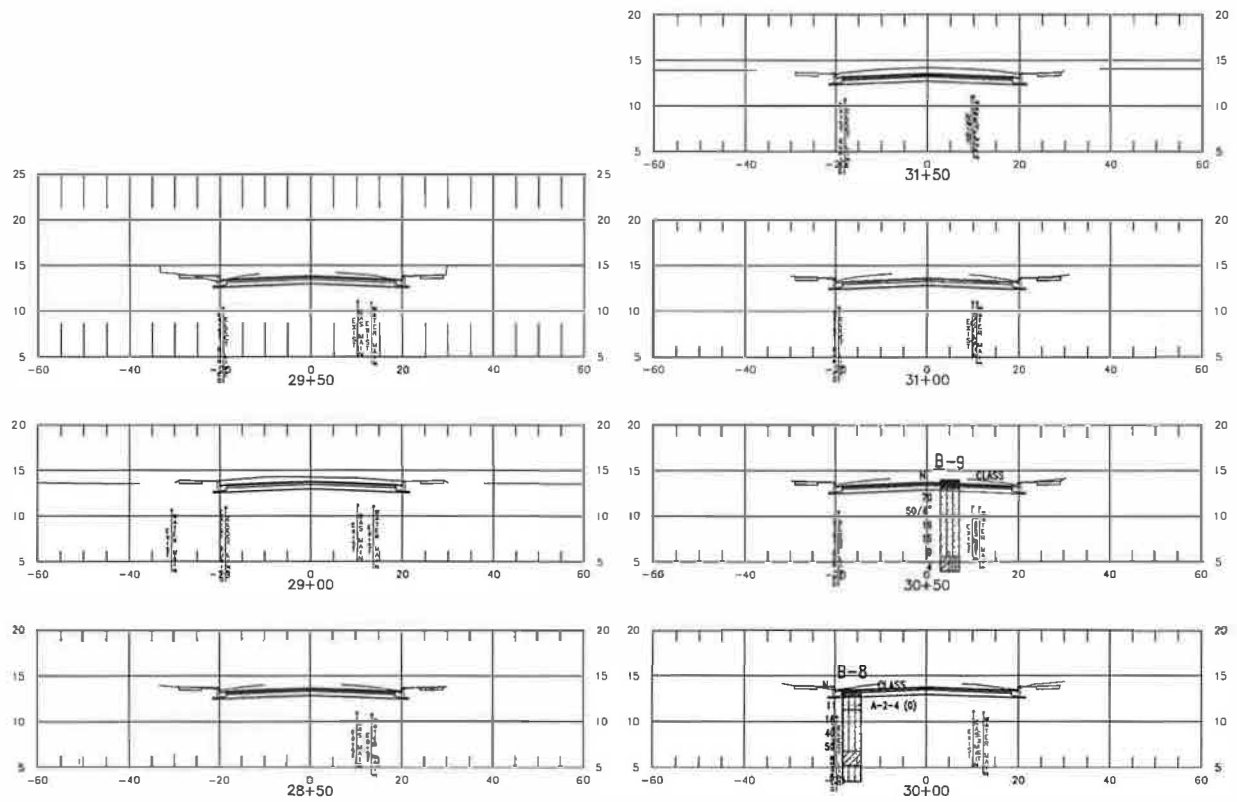
Sta. 20+50 to Sta. 24+00



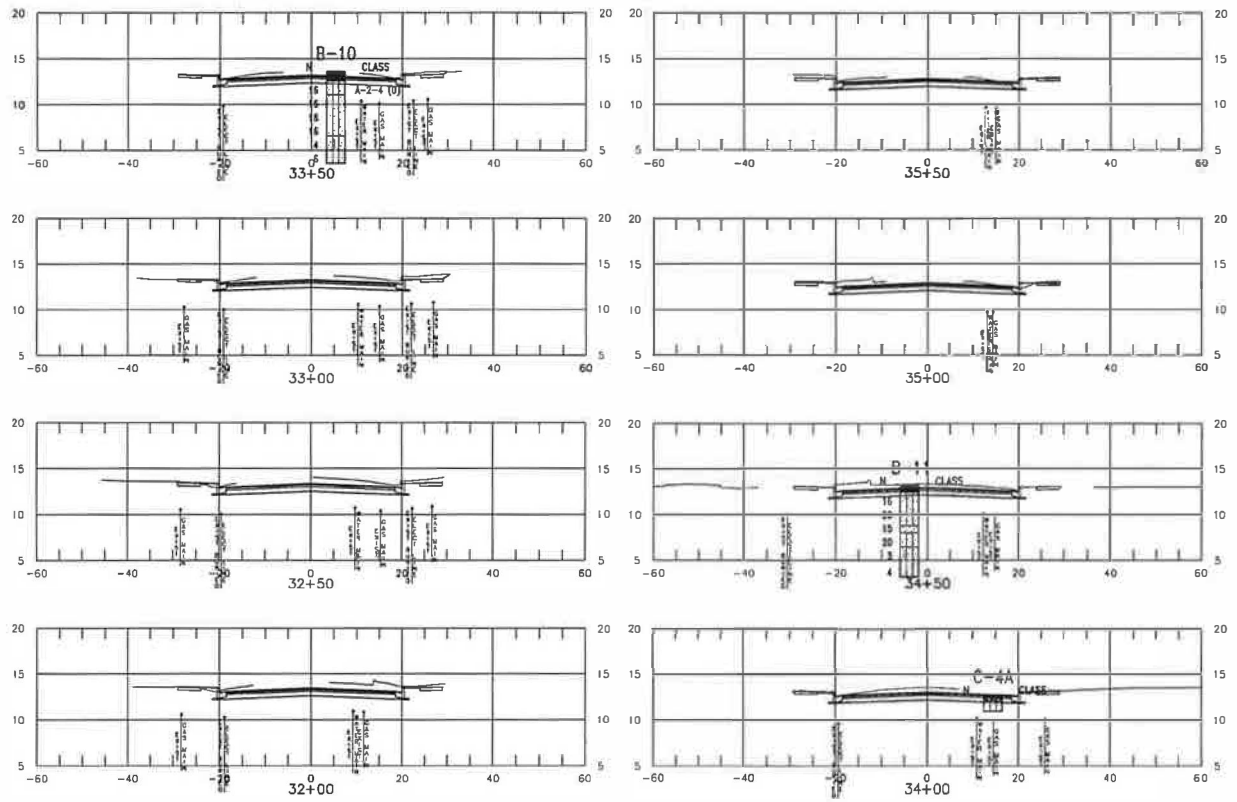
Sta. 24+50 to Sta. 28+00



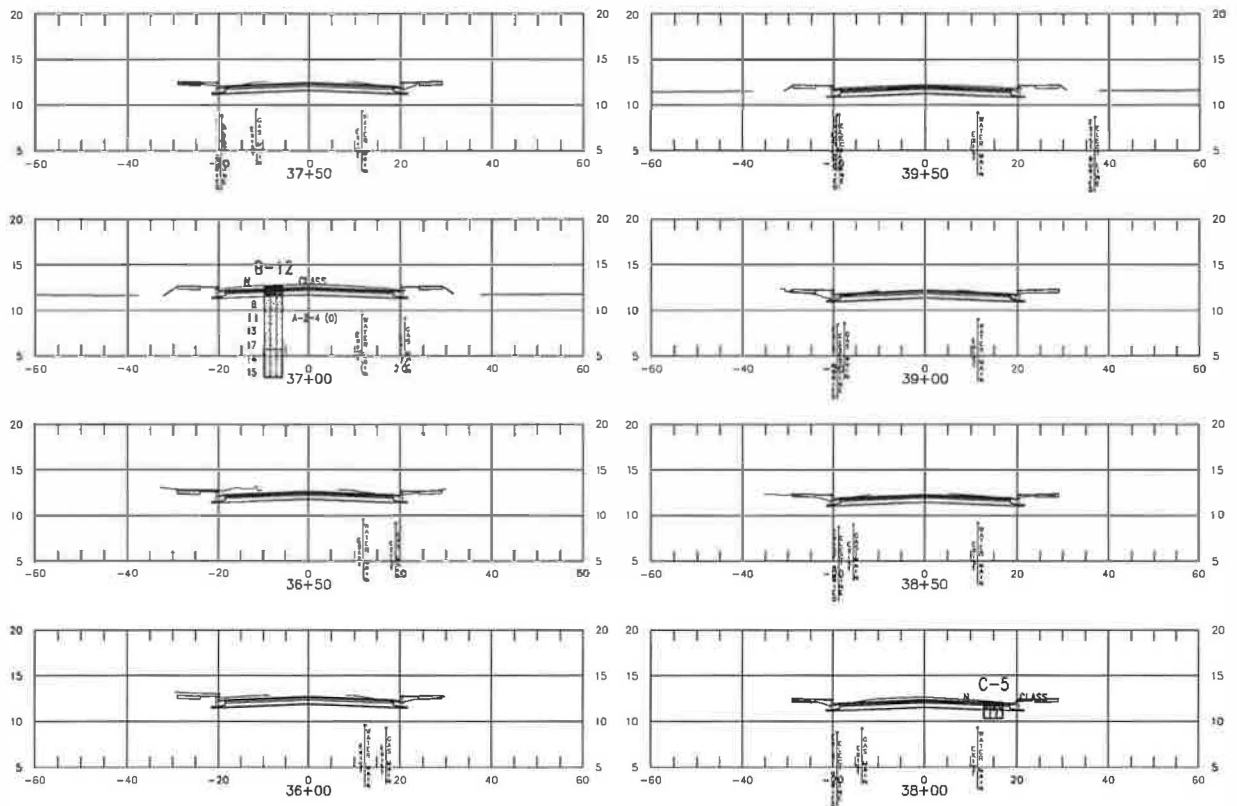
Sta. 28+50 to Sta. 31+50



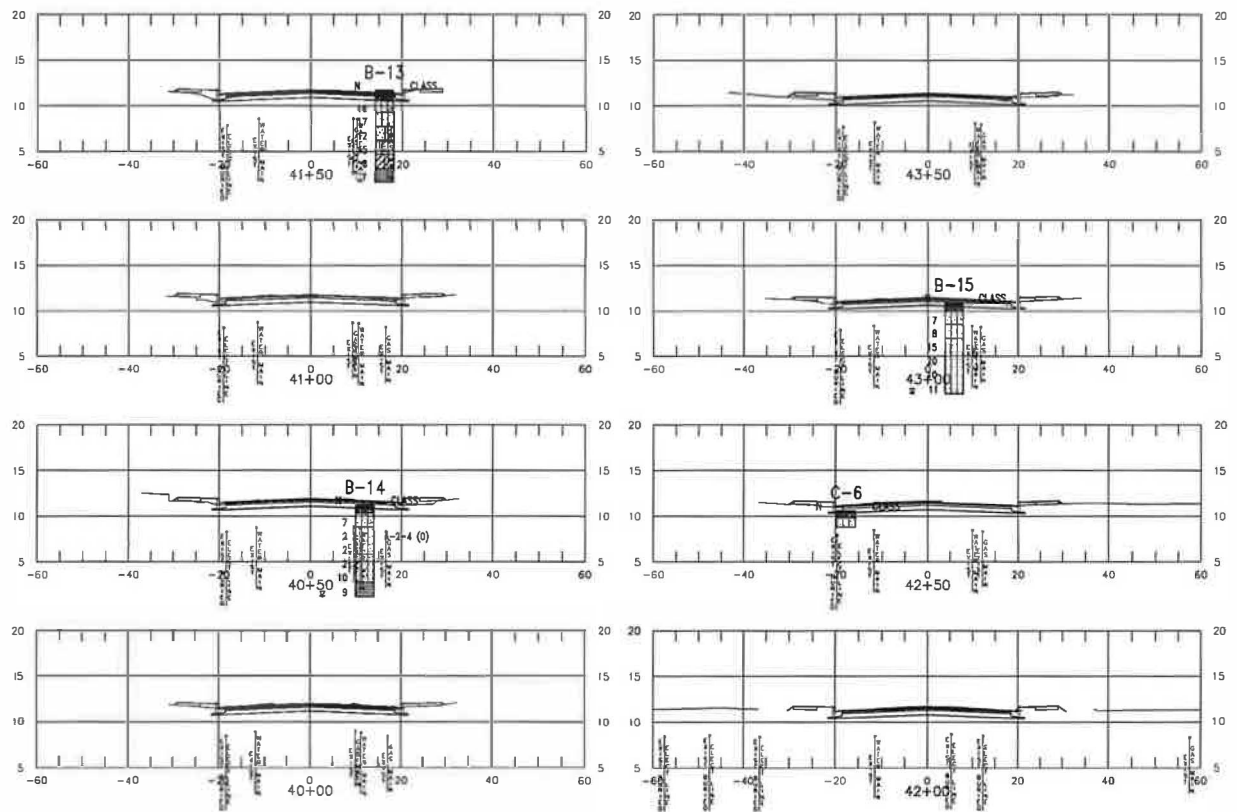
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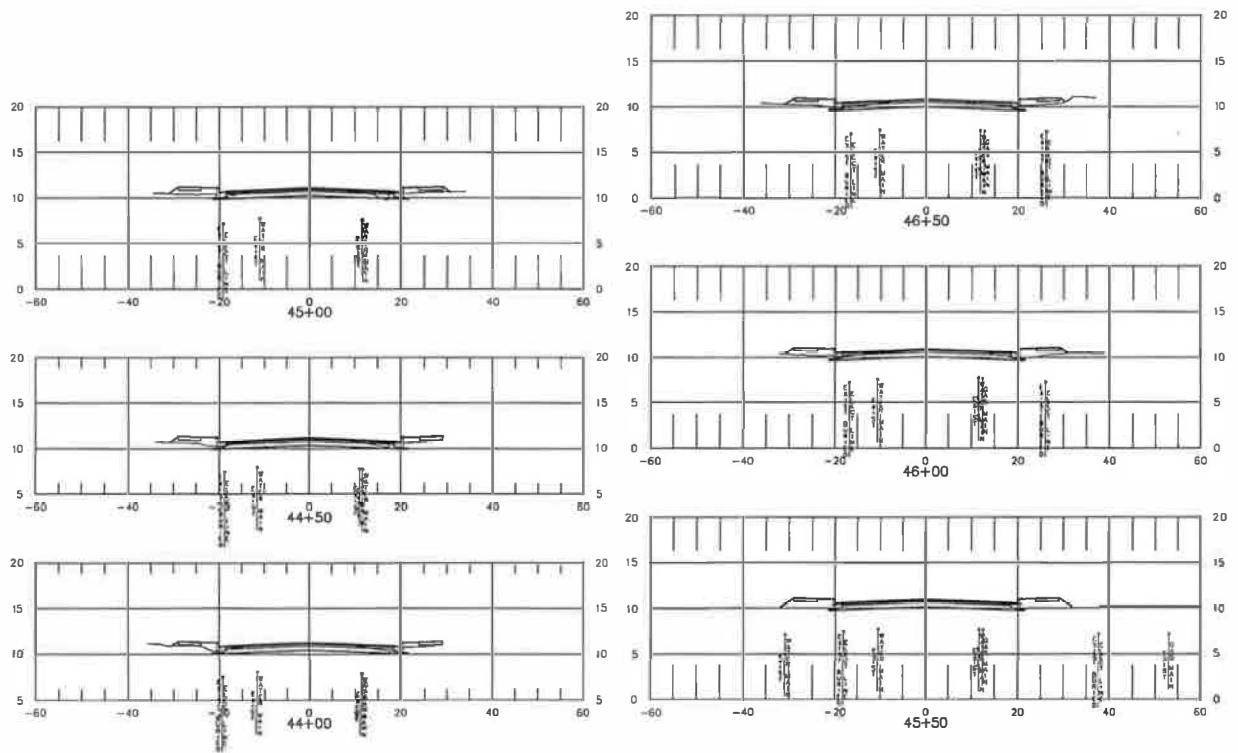
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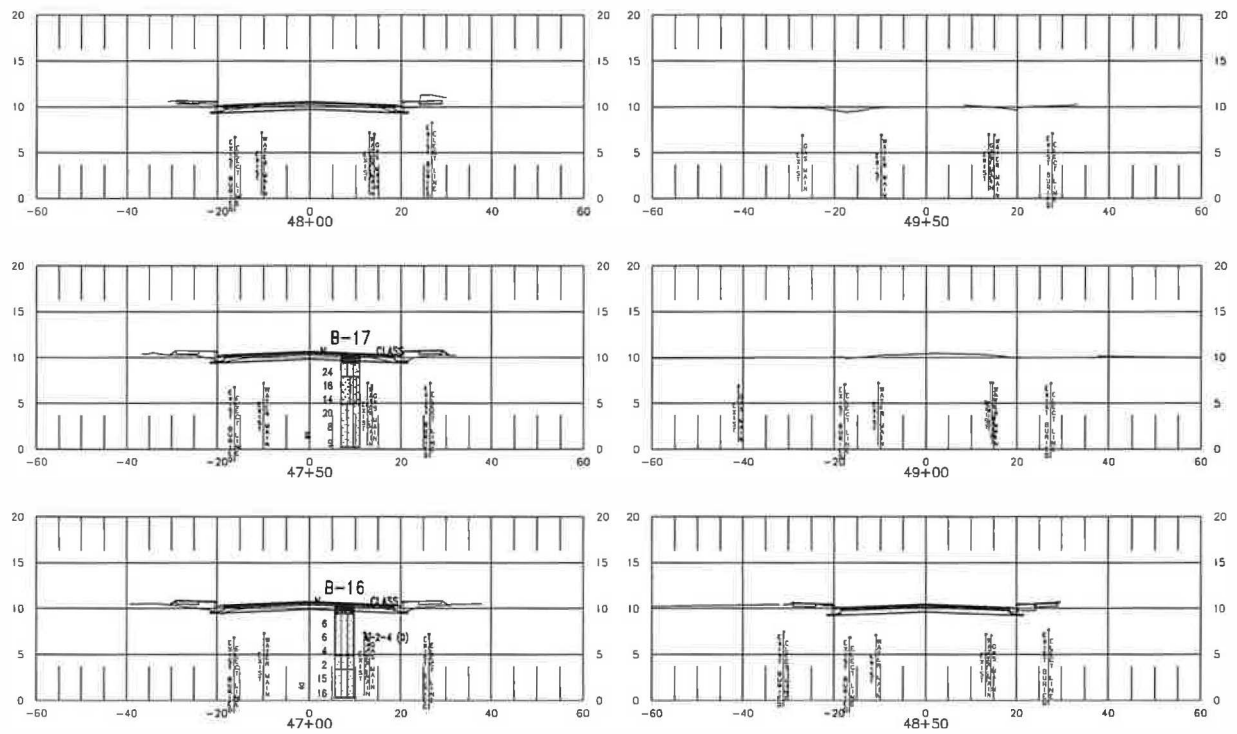
Sta. 40+00 to Sta. 43+50



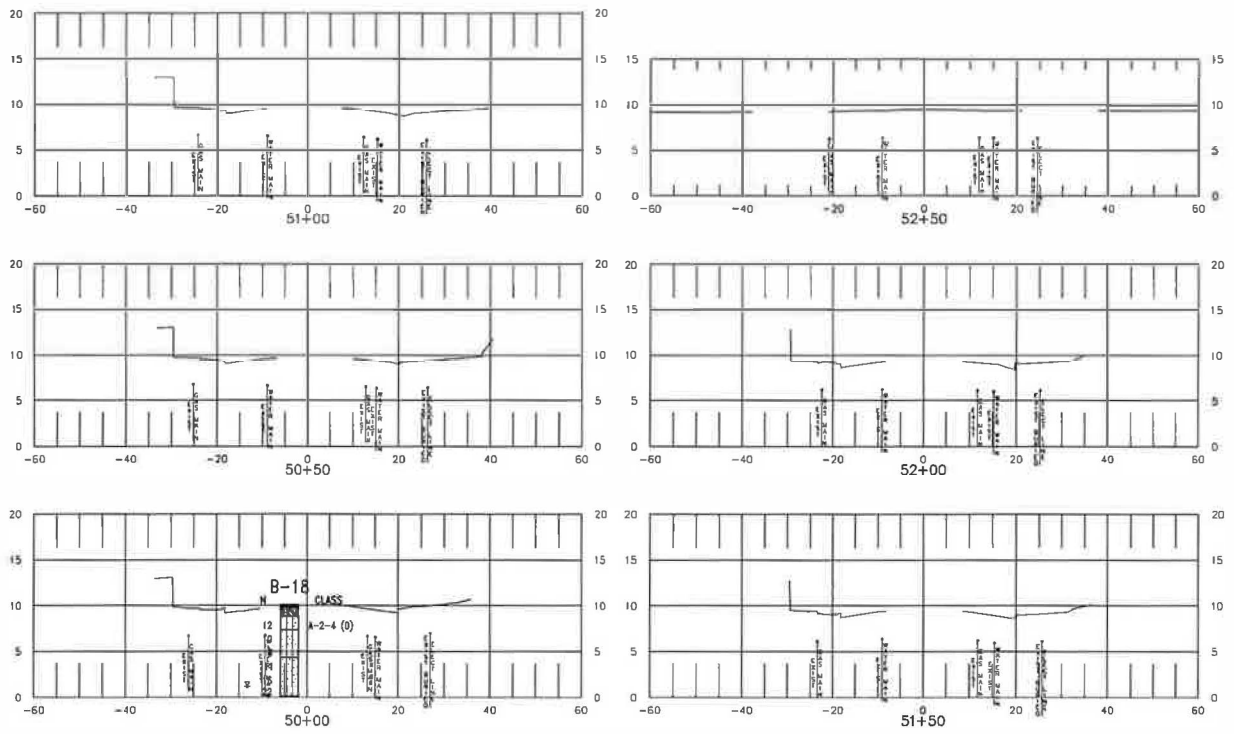
Sta. 44+00 to Sta. 46+50



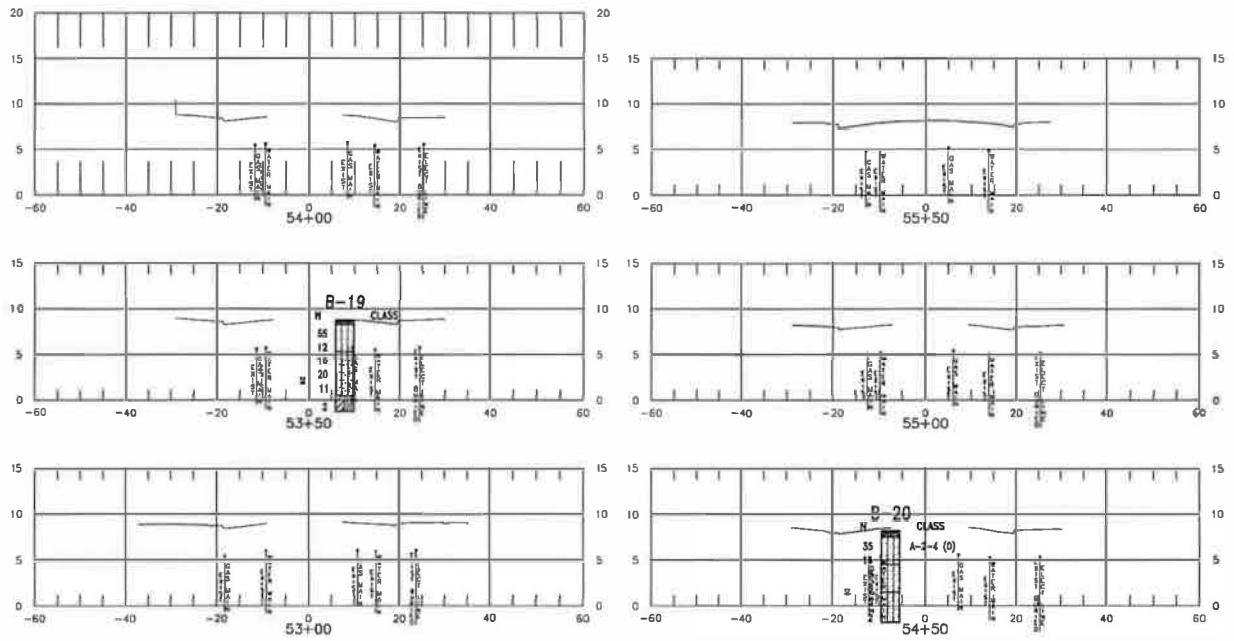
Sta. 47+00 to Sta. 49+50



Sta. 50+00 to Sta. 52+50



Sta. 53+00 to Sta. 55+50



APPENDIX K

SUMMARY OF SOIL CLASSIFICATION TESTS

Boring Location Station & Offset	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Atterberg Limits			% Gravel	% Sand	% Passing 200 (hydrometer data available)		D ₅₀ (mm)	USCS	AASHTO Class
					LL	PL	PI			% Silt	% Clay			
STATION 19+28 6' R OF CL	B-4	1	1.1	11	NP	NP	NP	4.7	80.6	14.7		0.185	SM	A-2-4 (0)
STATION 19+28 6' R OF CL	B-4	4	5.6	25	31	12	19	0.0	51.1	48.9		0.079	SC	A-6 (5)
STATION 22+14 8' L OF CL	B-5	2	2.6	28	NP	NP	NP	2.4	79.4	18.1		0.159	SM	A-2-4 (0)
STATION 24+93 6' R OF CL	B-6	1	1.0	15	NP	NP	NP	16.7	65.9	17.4		0.233	SM	A-2-4 (0)
STATION 30+19 17' L OF CL	B-8	1	1.2	16	NP	NP	NP	9.0	77.2	13.8		0.19	SM	A-2-4 (0)
STATION 33+42 5' R OF CL	B-10	1	1.5	10	NP	NP	NP	3.3	75.2	21.5		0.164	SM	A-2-4 (0)
STATION 37+22 8' L OF CL	B-12	2	3.0	9	NP	NP	NP	0.0	82.4	17.6		0.176	SM	A-2-4 (0)
STATION 42+57 12' R OF CL	B-14	2	2.9	12	NP	NP	NP	0.2	69.3	30.5		0.144	SM	A-2-4 (0)
STATION 47+20 7' L OF CL	B-16	2	2.9	11	NP	NP	NP	5.8	79.5	14.7		0.188	SM	A-2-4 (0)
STATION 47+75 9' R OF CL	B-17		2.0	5	NP	NP	NP	0.0	86.7	13.3		0.172	SM	A-2-4 (0)
STATION 50+08 4' L OF CL	B-18	1	1.8	8	NP	NP	NP	1.6	80.6	17.9		0.168	SM	A-2-4 (0)
STATION 54+77 7' L OF CL	B-20	1	1.2	11	NP	NP	NP	13.8	74.5	11.7		0.206	SP-SM	A-2-4 (0)
STATION 57+53 13' L OF CL	B-21	4	5.6	23	33	12	21	0.0	42.3	57.7			CL	A-6 (9)
STATION 59+82 9' R OF CL	B-22	1	1.2	11	NP	NP	NP	38.9	49.3	11.8		1.178	SP-SM	A-1-b (0)



SOIL CLASSIFICATION SUMMARY
CLIENT: CITY OF MOBILE
CLIENT PROJ. NUMBER: 2018-3005-19
PROJECT NAME: 2018 CIP INNOVATING ST. LOUIS ST.:
MOBILE TECHNOLOGY CORRIDOR
COUNTY: MOBILE

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

6/11/2025

Name of Project: Innovating St. Louis Street: Mobile's Technology Corridor

Project Number: 2018-3005-19

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:

\$

367,5 | 7.50

ADDITIVE ALTERNATE #1:

\$

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

P.O. Box 1409 Theodore, AL 36590

***By (Legal Signature)**

*Name (type or print)

Josh McElhenny

(Seal)

***Title**

President

Telephone Number

251-973-0030

ATTACHMENT “H”

**ALABAMA DEPARTMENT OF
TRANSPORTATION (ALDOT) PROVISIONS**

ALDOT SPECIAL PROVISIONS

**FHWA 1273 REQUIRED CONTRACT
PROVISIONS FEDERAL AID CONSTRUCTION
CONTRACTS**

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

ALDOT SPECIAL PROVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporating of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of \$0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at \$0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017

Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements

(41 CFR 60-4.3)

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.

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4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p 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 as shown on Attachment No. 1. 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 organization's 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 therefore, 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 areas 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 co-operation 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 workforce.
 - 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 nonsegregated, 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 that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). 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 7p 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 Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).
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 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 the 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 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).

Hometown Plans
(41 CFR 60-4.5)

- (a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good 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's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
 - (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

- (4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations

(41 CFR 60-4.2)

- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR-4.2 (a)):

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 shown on Attachment No. 1.
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 nonfederally 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 Employment 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 that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CFR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables

(41 CFR 60-4.2)

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:

FEMALE

Area Covered – Statewide

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of \$1,000,000. Project awards less than \$1,000,000.00 will not require ALDOT prequalification. For project awards in excess of \$1,000,000.00, proposal forms will only be issued to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("\$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award be made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109 MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110 CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023

Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 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 or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars (\$100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021

GASP No. 22-GA0001

EFFECTIVE DATE: January 1, 2022

SUBJECT: Award and Execution of Contract (State Projects Only).

Alabama Standard Specifications, 2022 Edition, SECTION 103 shall be amended as follows:

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

This Subarticle shall be amended to include the following:

In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident."

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

A non-resident contractor shall provide a letter as noted above attached to each bid submitted. This letter shall be addressed to the Transportation Director and be dated no earlier than four (4) weeks prior to the date of bid opening. At least one original shall be provided for each letting; machine copies will be acceptable if more than one bid is submitted. Failure to comply with the provisions of this Special Provision shall cause the bid to be rejected.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 10, 2021

GASP No. 22-GA0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Procurement Time.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Subarticle 108.02(b) shall be replaced by the following:

(b) Time of Beginning Work.

Unless otherwise directed in writing by the Engineer, the Contractor will be expected to begin work within **180 calendar days** after issuance of the notice to proceed. This extended period is to allow ample time for engineering, design, submittal data processing, fabrication, and procurement of required materials.

108.08 Determination of Contract Time.

Subarticle 108.08(b) shall be replaced by the following:

(b) Beginning and End of Contract Time.

Contract time charges shall begin when the Contractor begins work on a pay item or incidental work that will interfere with traffic, but in no case later than **180 calendar days** after date of issuance of the notice to proceed. Time charges shall end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: November 15, 2021

GASP No. 22-GA0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Early Award.

Alabama Standard Specifications, 2022 Edition, SECTIONS 103 and 108 shall be amended as follows:

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

(a) General.

Subarticle 103.02 (a) shall be replaced by the following:

(a) General.

After opening of proposals, the award of the contract to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors) will be made within the following number of days:

- **10 calendar days** for contracts that do not have a race conscious DBE goal (0 % DBE) or;
- **15 calendar days** for contracts that have a race conscious DBE goal (designated % DBE).

Should no award be made within the allowed calendar day time period, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on his proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids on work involving Federal funds, the award of the contract to the low bidder will be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

103.05 Requirements of Contract Bonds.

(a) Performance Bond.

Subarticle 103.05(a) shall be replaced by the following:

(a) Performance Bond.

The bidder to whom the award is made shall, within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award), furnish and file with the Transportation Director an acceptable surety bond on the form included in the proposal in an amount equal to 100 percent of the contract bid price of the contract as awarded. Said bond shall be furnished by a surety company qualified and authorized to make such bonds in the State of Alabama, and countersigned by an authorized agent resident in the State who is qualified to execute such instruments. The bond shall have attached thereto power of attorney of the signing official unless such power of attorney is already on file in the office of the Department. In case of default on the part of the Contractor, all expense incident to ascertaining and collecting losses suffered by the State under the bond, including engineering, direct administration, and legal services, shall be charged against the contract bond for performance of the work.

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

Subarticle 103.05 (b) shall be replaced by the following:

(b) Labor, Materials, Services, Insurance, Feed Stuffs, or Supplies Bond.

In addition thereto, the bidder to whom the award is made shall, within the same **5 calendar days**, execute and file with the Director an acceptable surety bond payable to the State in an amount not less than 100 percent of the contract bid price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, feed stuffs, services, insurance, bond, or supplies for or in the prosecution of the work, and for the payment of reasonable attorneys fees, incurred by successful claimants or plaintiffs in suits on said bond.

103.06 Execution of Contract.

Article 103.06 shall be replaced by the following:

103.06 Execution of Contract.

The contract shall be executed by the bidder to whom award is made, on the form included in the proposal, and returned to the Director with satisfactory contract bonds within **5 calendar days** after the prescribed forms have been presented to him for signature (i.e. after date of award). Should extenuating circumstances prevail, the Director may grant an extension in time not exceeding **5 calendar days** for the return of the contract and bonds as provided herein and in Article 103.05.

103.07 Approval of Contract.

Article 103.07 shall be replaced by the following:

103.07 Approval of Contract.

A period of 20 calendar days will be allowed for execution of the contract by the Director and approval of same by the Governor, after its presentation by the successful bidder, unless the successful bidder agrees in writing to a longer period. No contract is binding upon the State until it has been executed by the Director and approved by the Governor of the State. The date of the final execution of the contract shall be the date on which it is signed by the Governor.

SECTION 108 PROSECUTION AND PROGRESS

108.02 Notice to Proceed.

Article 108.02 shall be replaced by the following:

108.02 Notice to Proceed.

(a) General.

A notice to proceed shall be issued by the Engineer within **5 calendar days** after final execution of the contract by the Director and approval by the Governor, unless both parties agree in writing to a stipulated extension in time for the issuance of a notice to proceed. Unless the Contractor is otherwise notified in writing, it shall be understood that the mailing or the delivery to the Contractor or his authorized agent, of a copy of the executed and approved contract and bonds or the mailing of written notice by the Engineer or receipt of telegraphic notice from the Engineer, that the contract has been approved by the Governor, shall constitute the notice to proceed. If the Contractor is notified in writing that none of the above shall constitute notice to proceed, he shall not commence work until receipt of a written notice to proceed signed by the Engineer.

(b) Beginning and End of Contract Time Charges.

Contract time charges will begin when the Contractor begins work on a pay item or on incidental work that will interfere with traffic, but in no case later than **10 calendar days** after issuance of notice to proceed. Time charges will end upon satisfactory completion of all pay items in the contract.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022

GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106 CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401 BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE				SUBARTICLE 401.01(b)	
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m ² } of Treatment **	
		Size	cu. ft./ sq. yd. {m ³ /m ² }	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range
 ** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.
 *** Aggregate for this treatment shall be crushed aggregate.
 **** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410 ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording "Wearing Surface".

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superelevation when directed.

SECTION 420

POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max. ¹
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. ²
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive ³	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 ⁴	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-
1. Sieve test may be waived based on successful application in the field.			
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance but shall be a smooth homogeneous color throughout the sample.			
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.			
4. ASTM D 5546 may be used when polymers block the filter during the test.			

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T 49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423

STONE MATRIX ASPHALT (SMA) (FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424

SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804 ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		

Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	Grade PG 67-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, $G^*/\sin \delta$	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, $G^*/\sin \delta$	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, $G^* \sin \delta$	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 76-22	
	Specification	Test Method
<i>Original Binder</i>		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
<i>Rolling Thin Film Oven Residue (AASHTO T 240)</i>		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 % @ 10°C	AASHTO T 301 ¹
<i>Pressure Aging Vessel Residue (AASHTO R 28)</i>		
Dynamic Shear, G*/sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T 315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313
¹ The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.		

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5 SPECIFICATIONS FOR EMULSIFIED ASPHALTS											
	VISCOSITY GRADE										
	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2, CMS-2h, CSS-1, CSS-1h, CRS-2 CRS-2p* CRS-2l*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	CQS-1h CQS-1hp* Min-Max	CNTT-1hs Min-Max	AASHTO TESTS
AASHTO M 208			Meet								T 59
Elastic Recovery Minimum 50 % @ 50°F {10°C}	--		50 % for CRS-2p and CRS-2l	--	50%	--	--	50% for CRS-2hp	50% for CQS-1hp	--	T 301 **
Viscosity, Saybolt Furol: @ 77 °F {25 °C}, Sec @ 122 °F {50 °C}, Sec	25 500 --	100	-- --	10 50 -- --	30 400 -- --	-- 15-100	-- 10 - 100	200 500	20 150 -- --	0 100 --	T 59 T 59 *See Note #4
Settlement, 5 days, %	-- 5		--	-- 5		-- --	-- --	-- --	-- --		T 59
Storage Stability Test 24 hr., %	-- 1.0	-- 1.0	--	-- --	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	1.0	T 59
Demulsibility, 35 m/0.8% Sod. Dioctyl Sulfosuccinate, %	--		--	-- --	--	-- --	-- --	60 --	-- --	-- --	T 59
Particle Charge	Negative	Non-ionic	Positive	-- --	Positive	Positive	Positive	Positive	Positive	Positive	T 59
Sieve Test, %	--	-- 0.10	--	-- 0.10	-- 0.10	-- 0.10	-- 0.30	-- 0.10	-- 0.10	0.10	T 59
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, %	-- 1.0		--	-- 12	-- 3.0	-- 3.0	--	-- 3.0	-- --	3.0	T 59
Residue by Distillation, %	50 --	60 --	--	45 --	50 --	55 --	50 --	65 --	60 --	50 --	T 59
Stone Coating Test, % Coated	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #1
Modified Sand Coating	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #2
Tests on Residue from Distillation: Float Test @ 140 °F {60 °C}, Sec.	--	--	--	20 --				-- --	-- --	--	See Note #3
Solubility in CLCH:CCL2, %	--	--	--	97.5 --				97.5 --	97.5 --	--	T 44
Ductility @ 77 °F {25 °C}, cm	--	--	--	-- --				60 --	40 --	--	T 51
Ash, % by Mass	--	--	--	-- --				-- --	-- --	--	T 111
Specific Gravity, 77 °F / 77 °F {25 °C / 25 °C}	--	--	--	-- --				-- --	-- --	--	T 228
Softening Point	65°C --	60°C --	--	-- --	40°C --	49°C --		-- --	-- --	49°C --	T 53
Dynamic Shear@67°C (G'/sinδ, 10rad/s), kPa	-- --	1.0 --	--	-- --	-- --	-- --		-- --	-- --	-- --	T 315
MSCR@67°C, J _w @3.2/kPa	-- --	-- --	--	-- --	-- --	-- --	2.0	-- --	-- --	-- --	T 350
Penetration 77 °F {25 °C}, 100 g. 5s	-- 20	20 --	--	-- --	45-90	40 90		70 100	60 110	40 90	T 49

* All CRS-2p, CRS-2hp, CRS-2l, and CQS-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in AASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.

** The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023

GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101 DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108 PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time. (Days)

TE = Number of days of time extension. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₁ = Payments for Extra Work paid by Force Account. (Dollars)

AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)

PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "(WP + FA₁) / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when $WP - EW$ is greater than $OC - PBPI_1$.)

Where,

TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)

CT = Original Contract time. (Days)

WP = "Work Performed" as defined in Article 101.01. (Dollars)

FA₂ = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)

EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI₁ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600 MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680 GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698

CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

PBPI₂ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WP_{ce} - WP_{pe}) / (OC - PBPI₂)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,

CA = Amount of Cost Adjustment (Dollars)

P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)

CFI = Current Fuel Index (the current month's CFI is defined above)

BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to \$____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023

GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710 ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class * Sign Panels - per square foot {square meter}

710-B Roadway Sign Post (Description & Size) - per linear foot {meter}

710-C Removal of Existing Roadway Signs - per lump sum

* Appropriate Class

SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.

Reflective sheeting on any unit is clean and in good repair.

All legends and messages are sharp, clean and legible.

Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

- 740-A Traffic Control Scheme - per lump sum
- 740-B Construction Signs - per square foot {square meter}
- 740-C Special Construction Signs - per square foot {square meter}
- 740-D Channelizing Drums - per each
- 740-E Cones (36 inches {900 mm} high) - per each
- 740-F Barricades, Type ____ - per each
- 740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
- 740-H Delineators - per each
- 740-I Warning Lights, Type ____ - per each
- 740-J Electric Incandescent or Fluorescent Light - per each
- 740-K Area Light - per each
- 740-L Vertical Panel Type __ , __ Sided - per Each
- 740-O Pilot Car - per each
- 740-P Portable Rumble Strips - per lump sum

* Specify either I or II

** Specify either Single or Double

SECTION 880 SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts $\leq \frac{1}{4}$ "	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022

GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022

GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730 TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

- 730-A Removal of Existing Traffic Control Unit (1) (2) - per lump sum
- 730-C Furnishing and Installing Traffic Control Unit (2) - per lump sum
- 730-E Metal Traffic Signal Pole Foundation - per each
- 730-F Metal Traffic Signal Pole with (3) Mast Arm Assembly - per each
- 730-G Traffic Signal Pole, (4), (5) - per each
- 730-H Loop Wire - per linear foot {meter}
- 730-I Loop Detector Lead-In Cable - per linear foot {meter}
- 730-J Vehicle Loop Detector - per each
- 730-K Traffic Signal Junction Box (6) - per each
- 730-L (7), (8), Conduit - per linear foot {meter}
- 730-M Interconnect Cable, (9), (10) AWG, (11), (12) - per linear foot {meter}
- 730-N Luminaire Extension Assembly, (13) feet {meters} - per each
- 730-O Illuminated Sign Assembly (14) (15) - per each
- 730-P (16) Signal Head, (17) Section, Type (18) - per each
- 730-Q Miscellaneous Equipment, (19) - per each
- 730-R Controller Assembly, Type (20), (21) Output Phase Channels - per each
- 730-S (22) Traffic Signal Preemption (23) (24) (2) - per lump sum
- 730-T Electrical Power Service Assembly (25) - per each
- 730-U (26) Detection System (2) - per lump sum
- 730-Y (27) Pedestal Pole and Foundation with (28) - per lump sum

- (1) Specify Partial or Temporary if required
- (2) Specify Intersection Location
- (3) Specify Length of Mast Arm
- (4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
- (5) Specify State Furnished if required
- (6) Specify Size (Type S1, Type S2, or Type S3)
- (7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
- (8) Specify Type (metallic or non-metallic)
- (9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
- (10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
- (11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

- (12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
- (13) Specify Arm Length in Feet {Meters}
- (14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
- (15) Specify Power Source (Solar, or Utility Powered)
- (16) Specify Vehicular or Pedestrian
- (17) Specify Number of Sections
- (18) Specify Type (Incandescent, Optically Programmed, or LED)
- (19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
- (20) Specify Type (NEMA or ATC)
- (21) Specify Number of Output Channels (8, 16, or 32)
- (22) Specify Type (Acoustical, Optical or GPS)
- (23) Specify Whether or not Software is Required (With Software, or Without Software)
- (24) Specify Whether or not Training is Required (With Training, or Without Training)
- (25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
- (26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
- (27) Specify (Furnishing and Installing, Removal of, or Relocation of)
- (28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023

GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

- a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than \$2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

- b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Buy America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023

GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022

GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108 PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$1325	\$2650
200,000	10,000,000	2725	5450
10,000,000	-----	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

**FHWA 1273 REQUIRED CONTRACT
PROVISIONS FEDERAL AID CONSTRUCTION
CONTRACTS**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26, "Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Twenty-One and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Twenty-One. All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further 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 this 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.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS / ☒ /

HAS NOT / ☐ /

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS / ☒ /

HAS NOT / ☐ /

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

M'Elhenny Construction Co. LLC
(Partnership, Joint Venture, Corporation or Individual)

By: [Signature]
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

11th day of June, 2025.

[Signature]
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

Ellen Reese Coombs Notary Public Alabama State at Large My Commission Expires 12/12/2027
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Date: 6/11/2025
Letting Date: 6/11/2025

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: McElhenney Construction Company, LLC PROJECT NUMBER: 2018-3005-19 COUNTY: Mobile

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
Smith Industrial Services	2001 W I-65 Service Rd, N. Mobile, AL 36688	251-243-1964	No
C & A Quality Construction	9351A HW 188 Irvington, AL 36544-3017	251-447-8167	Yes
Bennett Construction, LTD	2445 Clairmont Drive W, Semmes AL 36575	251-382-6626	Yes
M. A. Harnill	P.O. Box 938 Wilmer, AL 36587	251-402-5688	No
Coastal Environmental Inline, LLC	30941 Mill Ln, Ste. G Spanish Fort, AL 36527	251-510-1469	Yes
Gulf Breeze Landscape	5535 Business Parkway Theodore, AL 36582	251-510-4413	No
Renroe, Hobdarts & Co., Inc.	P.O. Box 347, Guntersville, AL 35953	228-625-6090	No
C & H Construction Services	11045 Old Hwy 31 Spanish Fort, AL 36527	251-680-5581	No
	9408 Bellingsworth Rd, Theodore, AL 36582	251-508-3640	No

**Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Original ☒
Revised ☐

Project Number: 2018-3005-19
County: MOBILE
Letting Date: 6/11/25
Percent DBE Utilization Required: _____

Contractor Name: McElhenney Construction Co., LLC
Address: PO Box 1409
Theodore, AL 36690
Contract Amount: \$16,797,719.65

DBE Firm Name & Certification Number	Type of Firm ³	Pay Item No.	Description of Work (include quantities and subcontract unit prices OR list the type of work and attach additional pages for details)	Joint ⁴ Checks	Dollar Amount
Name: <u>Evans and Company, INC</u> Cert. Number: <u>03-01398</u>	<u>Supplier</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$332,195.³¹</u>
Name: <u>Bennett Construction, LTD</u> Cert. Number: <u>06-0370</u>	<u>Contractor</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$318,000.⁰⁰</u>
Name: <u>Steel Erectors, INC</u> Cert. Number: <u>04-01062</u>	<u>Contractor</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$60,000.⁰⁰</u>
Name: <u>Coastal Environmental and Erosion Control</u> Cert. Number: <u>07-01003</u>	<u>Contractor</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$104,625.⁰⁰</u>
Name: <u>L&G Industries, LLC</u> Cert. Number: <u>10-01491</u>	<u>Supplier</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$414,000.⁰⁰</u>
Name: <u>Innovative Contracting Services, LLC</u> Cert. Number: <u>07-01182</u>	<u>Contractor</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$734,910.⁰⁰</u>

Instructions:

1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: \$2,599,520.³¹

Required Dollar Amount of DBE Utilization: _____

ALDOT Approval: _____

Date: _____

**Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Original ☒
Revised ☐

Project Number: 2018-3005-19
County: MOBILE
Letting Date: 6/11/25
Percent DBE Utilization Required: _____

Contractor Name: McElhenny Construction Co., LLC
Address: PO Box 1409
Theodore, AL 36590
Contract Amount: \$16,797,719.65

DBE Firm Name & Certification Number	Type of Firm ³	Pay Item No.	Description of Work (include quantities and subcontract unit prices OR list the type of work and attach additional pages for details)	Joint ⁴ Checks	Dollar Amount
Name: <u>Cand A Quality Construction LLC</u> Cert. Number: <u>02-01558</u>	<u>Contractor</u>	<u>See Attached</u>	<u>See Attached</u>	No ☐	<u>\$635,790.00</u>
Name: Cert. Number:				No ☐	
Name: Cert. Number:				No ☐	
Name: Cert. Number:				No ☐	
Name: Cert. Number:				No ☐	
Name: Cert. Number:				No ☐	

Instructions:

1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: _____

Required Dollar Amount of DBE Utilization: _____

ALDOT Approval: _____

Date: _____

Project Number: 2018-3005-19
County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McLaughlin

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Evans and Company Inc.

DBE Certification Number: 03-01398

Address: 7930 Zeigler Blvd. Mobile, AL 36608

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Julie E Holland

Signature of Authorized Representative: [Signature]

Date: 06/13/2025

OE-7b
SEPT - 2018

Schedule of Values	
Project No(s):	2018-3005-19
County:	Mobile County, AL
Subcontractor:	Evans & Company, Inc.

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
618A001		#4 X 20' Rebar	11,613	Lbs	\$ 7.75	\$ 90,000.75
621C015		EJIW V-1867 Ring & Cover (for field use)	59	EA	\$ 215.00	\$ 12,685.00
621C171		ALDOT Type X Casting Set (for field use)	15	EA	\$ 790.00	\$ 11,850.00
621C161		Grate Drop Inlet Casting (for field use)	4	EA	\$ 1,245.00	\$ 4,980.00
621E001		EJIW V-1476 Ring & Cover (for field use)	32	EA	\$ 545.00	\$ 17,440.00
621E002		EJIW V-1476 Ring & Cover (for field use)	21	EA	\$ 545.00	\$ 11,445.00
533A097		15" Class 3 RCP	40	LF	\$ 23.95	\$ 958.00
533A098		18" Class 3 RCP	1,056	LF	\$ 27.95	\$ 29,515.20
533A099		24" Class 3 RCP	432	LF	\$ 40.98	\$ 17,703.36
533B097		18 x 11 Class 3 RCP	2,072	LF	\$ 39.95	\$ 82,776.40
533B098		22 x 14 Class 3 RCP	568	LF	\$ 47.95	\$ 27,235.60
533B100		36 x 23 Class 3 RCP	248	LF	\$ 103.25	\$ 25,606.00
						\$ -
						\$ -
					TOTAL:	\$ 332,195.31

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Ethel B. Brooks

Signature of Authorized Representative: Ethel B. Brooks

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Bennett Construction LTD

DBE Certification Number: 06-01370

Address: 2445 Clairmont Dr. W, Semmes, AL 36575

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Ethel Bennett Brooks

Signature of Authorized Representative: Ethel B. Brooks

Date: 6-13-25

Bennett Construction, LTD - SUBLET ATTACHMENT					
Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
621E-001	Manholes, Type M (All Depths) (See Note 35 Sheet 2J)	32	EA	\$ 6,000.00	\$ 192,000.00
621E-001	Manholes, Type L (All Depths) (See Note 35 Sheet 2J)	21	EA	\$ 6,000.00	\$ 126,000.00
				TOTALS:	\$ 318,000.00

Project Number: _____

County: MOBILE

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonough

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Paul E. Andrews Inc.

DBE Certification Number: 04-01062

Address: P.O. Box 1832, James, AL 36556

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Candace Hoban

Signature of Authorized Representative: [Signature]

Date: 6/13/25

OE-7b
SEPT - 2018

Schedule of Values						
Project No(s): 2018-3005-19						
County: Mobile County, AL						
Subcontractor: Steel Enforcers, Inc.						

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
502A000		Steel Reinforcement	150,000	LB	\$ 0.40	\$ 60,000.00
					TOTAL:	\$ 60,000.00

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDougal

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Coastal Environmental and Erosion Control, LLC

DBE Certification Number: 07-01003

Address: 30941 Mill Ln., Ste. G, #296, Spanish Fort, AL 36527

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Allison Woodson

Signature of Authorized Representative: Allison Woodson

Date: 06/13/2025

OE-7b
SEPT - 2018

Schedule of Values	
Project No(s):	2018-3005-19
County:	Mobile County, AL
Subcontractor:	Coastal Environmental and Erosion Control, LLC.

Item No.	Partial Item	Description	Qty	Units	Unit Price	Amount
600A000		Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
659C001		Rolled Erosion Control Product, Type S3	500	SY	\$ 3.00	\$ 1,500.00
665E000		Polyethylene	4,000	SY	\$ 2.00	\$ 8,000.00
665G000		Sand Bags	500	EA	\$ 8.00	\$ 4,000.00
665J002		Silt Fence	1,000	LF	\$ 4.25	\$ 4,250.00
665O000		Silt Fence Removal	1,000	LF	\$ 1.25	\$ 1,250.00
665P005		Inlet Protection, Stage 3 or 4	125	EA	\$ 475.00	\$ 59,375.00
665Q002		Wattle	2,500	LF	\$ 9.50	\$ 23,750.00
					TOTAL:	\$ 104,625.00

Project Number: _____
County: MOBILE

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonald

Signature of Authorized Representative: [Signature]

Date: 4/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: L&G Industries LLC

DBE Certification Number: 10-01491

Address: 2326 Wolfridge Road Prichard, AL 36612

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Gisele M Figures

Signature of Authorized Representative: [Signature]

Date: 6-13-25

L&G Industries - SUBLET ATTACHMENT Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Concrete Material	2,400	CY	\$ 172.50	\$ 414,000.00
				TOTALS:	\$ 414,000.00

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert M. Jones

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: ALDOT

DBE Certification Number: 07 - 01182

Address: 852 SPRINGHILL AVE MOBILE AL 36602

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: ANTHONY JOHNSON

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Innovative Contracting Services - SUBLET ATTACHMENT					
Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Trucking	6,681	HR	\$ 110.00	\$ 734,910.00
				TOTALS:	\$ 734,910.00

Project Number: _____

County: Mobile

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Robert McDonald

Signature of Authorized Representative: [Signature]

Date: 6/13/25

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: C and A Quality Construction, LLC

DBE Certification Number: 02-01557

Address: 3712 W. Main St, 122 Triverton, AL 36544

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Brian A. Plante

Signature of Authorized Representative: [Signature]

Date: 6-13-25

C and A Quality Construction, LLC - SUBLET ATTACHMENT					
Schedule of Values					
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
618A-000	Concrete Sidewalk, 4" Thick	2,950	SY	\$ 52.00	\$ 153,400.00
618A-001	Concrete Sidewalk, 6" Thick	445	SY	\$ 72.00	\$ 32,040.00
618B-003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	455	SY	\$ 75.00	\$ 34,125.00
618C-001	Detectable Warning Surface	1,150	SF	\$ 10.00	\$ 11,500.00
618D-000	Curb Ramp	662	SY	\$ 300.00	\$ 198,600.00
623A-000	Concrete Gutter	1,350	LF	\$ 25.00	\$ 33,750.00
623C-003	Combination Curb and Gutter Type C (Modified) (City of Mobile Standard)	6,895	LF	\$ 25.00	\$ 172,375.00
				TOTALS:	\$ 635,790.00

ATTACHMENT “I”

RESTORE DIRECT COMPONENT (BUCKET 1) CONSTRUCTION CONTRACT ATTACHMENTS

**CERTIFICATIONS RELATED
TO RESTORE ACT
DIRECT COMPONENT FUNDING**



Required Attachments for RESTORE Direct Component (Bucket 1) Construction Contracts

Non-State and State Agency – Template version 12.27.2023

The “Required Attachments for RESTORE Direct Component Construction Contracts” is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources (“ADCNR”) and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the “Direct Component,” as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

IT IS THE PRIME CONTRACTOR’S RESPONSIBILITY TO ENSURE THAT THESE TERMS AND CONDITIONS ARE INCORPORATED INTO EACH SUBCONTRACT WHOSE WORK IS FUNDED AS A RESULT OF THIS SOLICITATION.

Requirements applicable to any contract and/or subcontract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- ADCNR SUBAWARD GRANT AGREEMENT
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- LABOR STANDARDS SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT (*Davis Bacon and Related Acts*)
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
- DOMESTIC PREFERENCES FOR PROCUREMENTS

- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS
- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE (*for Federally Assisted Construction Contracts*)
- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)
- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)
- SUBCONTRACTOR LISTING FORM (*The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.*)
- FORM SF-LLL (*The Lowest Responsive and Responsible Bidder MUST submit this form prior to Award; the Prime Contractor will be required to submit this form for each subcontract exceeding \$100,000 upon subcontract execution.*)

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 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 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(a)), 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

STATE OF ALABAMA

ADCNR Grant #: M1A12-ISLS

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "Innovating St. Louis Street: Mobile's Technology Corridor" (hereinafter "Project"). The purpose of this project is to design and reconstruct the roadbed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way, further described in the Federal Award 1 RDCGR010105-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference and attached as Exhibit A. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): 1 RDCGR010105-01-00
 - b. Federal Award Period of Performance: 03/01/2020 – 02/28/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$5,885,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$6,029,234.00
 - f. Name of Federal Awarding Agency: U.S. Department of Treasury, Office of Gulf Coast Restoration (hereinafter "Treasury")
 - 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# 21.015 "Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States"
 - 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 five million eight hundred eighty-five thousand and xx/100 dollars (\$5,885,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the March 1, 2020 and end on February 28, 2023.
5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on February 28, 2023 (hereinafter "Agreement Term").

6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any Treasury-specific Special Award Conditions, and the U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures. ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (hereinafter "RESTORE Act STC") incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

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

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

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

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

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

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR the attached RELEASE OF CLAIMS arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the Subrecipient or its sureties under this Agreement, which shall last for the duration of the Estimated Useful Life of 50 (fifty) years.

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

a. Reporting:

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

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

b. Submission: All reports shall be sent to the e-mail address listed below:

City of Mobile- Innovating St. Louis St.Subrecipient Submissions@docs.e-builder.net

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

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

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Act STC. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees

that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. **Access:** The United States Department of the Treasury, Treasury Office of Inspector General, the Government Accounting Office, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
- c. **Audit Requirements:** Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
- d. **Survival:** The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. **LOBBYING ACTIVITY:**

- a. **Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
- b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. **Lower Tier Certification:** Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
- d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the U.S. Treasury and the U.S. Treasury Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. **CONFLICTS OF INTEREST:** Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
18. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Act STC. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Act STC in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
 - p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
 - q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431-1445)
 - r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
 - s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
 - t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
 - u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
 - v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
 - w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
 - x. Invasive Species, EP 13112
 - y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
 - z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

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

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by Treasury under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330)** as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

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

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

Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

- k. **Certifications:** Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Treasury-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- 9

enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

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

26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Act STC, and all other federal, state, or local laws.

27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information to the public related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "U.S. Department of the Treasury in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Act STC and ADCNR.
- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:

"This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics 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 or ADCNR."

31. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

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

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of

such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

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

To ADCNR:

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

With a copy to:

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

To Subrecipient:

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

Jennifer Greene, Deputy Director, Program and Project Management
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all Treasury regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against

an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

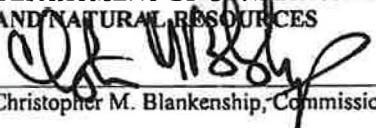
- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement 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.

- 36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
- 37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
- 38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
- 39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
- 40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
- 41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
- 42. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
- 43. **NOT ENTITLED TO MERIT SYSTEM:** The Subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all Treasury requirements associated therewith.
48. **VENUE:** The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. Exhibits attached hereto:
Exhibit A – Federal Award, including the U.S. Department of Treasury's Restore Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and 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

6-18-2020
Date:

CITY OF MOBILE, A Municipal Corporation

APPROVED LEGAL



By: 
Date:

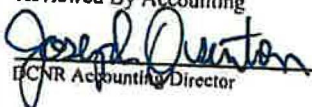
Its: Mayor

ATTEST:


City Clerk

6-1-2020
Date:

Reviewed By Accounting


DCNR Accounting Director

AL-02/28/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: Innovating St. Louis Street: Mobile's Technology Corridor

Attachment 1
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS #010396687
(iii.) Federal Award Identification Number (FAIN);	1 RDCGR010105-01-00
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-02/28/2020
(v.) Subaward Period of Performance Start and End Date;	March 1, 2020 through February 28, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 5,885,000
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 5,885,000
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 5,885,000
(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 design and reconstruct the roadbed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury, Alabama Department of Conservation and Natural Resources, 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 # 21.015 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 DUNS number 929933406, is \$6,029,234.00.
(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 is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: IMA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

☒ Government

☐ Nonprofit corporation

☐ Other
corporation

☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business

☐ Small Business

☐ Historically Black College/University

☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	<u>Jennifer.greene@cityofmobile.org</u>
Additional Contact for Subaward	
Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 9/19	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
☒ Yes ☐ No	
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June	
☒ Yes ☐ No	
Auditor Contact Name and Title:	

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years:	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
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?		
☒ Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
☒ 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): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	☒ No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

	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)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

Date: 2/14/20

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: _____



Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

1. DATE ISSUED MM/DD/YYYY 02/25/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 21.016 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. 1 RDCGR010105-01-00 Formerly		5. TYPE OF AWARD Other	
6a. FAIN RDCGR010105		6a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 03/01/2020 Through 02/28/2023			
7. BUDGET PERIOD MM/DD/YYYY From 03/01/2020 Through 02/28/2023			

**U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary**

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
Innovating St. Louis Street: Mobile's Technology Corridor

9a. GRANTEE NAME AND ADDRESS
CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF
64 N Union St Rm 458
Montgomery, AL 36130-3020

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N Union St Rm 458
Montgomery, AL 36130-3020
Phone: 251-621-1218

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chris Blankenship
118 N. Royal Street
Suite 803
Mobile, AL 36602
Electronically Signed 02/28/2020

10b. FEDERAL PROJECT OFFICER
Susan Brookmire
1500 Pennsylvania Ave N W
Washington, DC 20220-0001
Phone: 202-622-1630

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 8,029,234.00	
II Total project costs including grant funds and all other financial participation ☒		b. Less Unobligated Balance From Prior Budget Periods 0.00	
		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 8,029,234.00	
a. Salaries and Wages 28,160.00		13. Total Federal Funds Awarded to Date for Project Period 8,029,234.00	
b. Fringe Benefits 8,815.00		14. RECOMMENDED FUTURE SUPPORT	
c. Total Personnel Costs 37,775.00		(Subject to the availability of funds and satisfactory progress of the project):	
d. Equipment 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
e. Supplies 0.00		a. 2 d. 5	
f. Travel 144.00		b. 3 a. 6	
g. Construction 0.00		c. 4 f. 7	
h. Other 7,085,000.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING	
i. Contractual 97,180.00		ALTERNATIVES:	
j. TOTAL DIRECT COSTS 7,220,099.00		a. DEDUCTION ☒	
k. INDIRECT COSTS 9,135.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 7,229,234.00		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
m. Federal Share 8,029,234.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY	
n. Non-Federal Share 1,200,000.00		OR THIS ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY	
		OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations	
		c. This award includes funding terms and conditions, if any, noted below under REMARKS.	
		Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obligated from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -
See next page

☒ Yes

☐ No

AUTHORIZING OFFICIAL:

17. OBJ CLASS	410008	18a. VENDOR CODE	0187897	18b. EIN	638000619	19. DUNS	929933406	20. CONG. DIST.	02
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	Direct	b.	RDCGR010105	c.	RDC	d.	\$6,029,234.00	e.	
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 02/25/2020
GRANT NO. 1 RDCGR010105-01-00	

REMARKS:

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

Treasury waives prior written approval and subsequent agency review of AOCNR's allowable pre-award costs for work completed on or after January 1, 2020, per 2 CFR 200.308(d)(1)

Note: Davis-Bacon Act-related provisions are applicable to this project as detailed in Section W15 of the RESTORE Act Standard Terms and Conditions.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3

DATE ISSUED
02/25/2020

GRANT NO. 1 RDCGR010105-01-00

RESTORE Act - FUNDING AUTHORIZATION

1.

Total Amount of Federal Funds Awarded to Date for Project Period		Amount of Financial Assistance This Action	Amount Authorized for ASAP Account	
<i>Line 13 of NoA/Amendment</i>	Amount of Funding Restrictions	<i>Line 12d of NoA/Amendment</i>	this Action	Notes
\$6,029,234.00	\$0.00	\$6,029,234.00	\$6,029,234.00	Initial Authorization, with Special Award Conditions and an ASAP Maximum Draw Limit of \$134,567.00 per SAC 1.

SPECIAL CONDITIONS

1.

Special Condition 1: An ASAP Maximum Draw Limit of \$134,567.00 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to draw down funds from this award for its costs minus requested pre-award costs and subaward costs. Prior to Treasury's increase of the maximum draw limit of \$134,567.00, ADCNR must deliver to Treasury, in form and substance satisfactory to Treasury, documentation substantiating pre-award costs for which it seeks reimbursement and documentation, including the subrecipient agreement and that the subrecipient contracts were procured in compliance with federal law. Further increases to the maximum draw limit will be when ADCNR has received permission from Treasury to proceed with construction per Treasury RESTORE Act Standard Terms and Conditions Section W.6.

Special Condition 2: Prior to construction, Treasury must approve the terms of the intended conveyance of the water and sewer improvements by the subrecipient, the City of Mobile, Alabama to the Mobile Area Water and Sewer Systems. Treasury may impose such conditions as it may see fit on its approval of the conveyance, which may include among other things, requiring the proposed transferee to assume the subrecipient's obligations under the terms and conditions of the award with respect to such improvements.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

1 RDCGR010105-01-00

-
- 1. St. Louis Street Scope of Work**
 - 2. Standard and Program Specific Terms and Conditions - December 2018**

ADCNR - Scope of Work

MYP Activity #12: Innovating St. Louis Street: Mobile's Technology Center

APPLICANT ORGANIZATION: Alabama Department of Conservation & Natural Resources

PROJECT DESCRIPTION

Alabama's MIP was submitted to Treasury on July 13, 2018 and approved on November 19, 2018. The Alabama Gulf Coast Recovery Council, acting through its administrative agent, the Alabama Department of Conservation and Natural Resources (ADCNR) is requesting Direct Component funds for **Activity #12: Innovating St. Louis Street: Mobile's Technology Center**.

Scope of Work: Activity #12 will be implemented by the City of Mobile pursuant to a subaward agreement between the City and ADCNR. The project's scope call for the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets. Listed on the National Register of Historic Places in 2016 as "Automobile Alley," the underlying infrastructure, including pavement, sidewalk, utilities and storm drainage system, are in dire need of replacement, repair and /or upgrades utilizing modern technologies. The proposed scope calls for removing all existing roadbed (asphalt and concrete), existing sidewalk, water lines, sanitary sewer and aboveground utilities (to the extent practicably possible); replacement plans include new 10' sidewalks, curb and gutter, 30' roadbed with on street parking, historically-appropriate lighting, new sanitary sewer and water lines, and reconstructed and repaired stormwater system (as determined necessary by subsurface investigations). Reconstruction and/or rehabilitation of the existing infrastructure will result in a safe, code compliant, environmentally responsible, and aesthetically inviting streetscape, and will guide the creation of a vibrant, economically sustainable community.

Need: This activity is necessary in order to repair and /or replace deteriorated infrastructure on St. Louis Street, a significant street within the City of Mobile's downtown business district. The existing storm water, potable water and sanitary sewer systems along St. Louis Street have deteriorated and/or outlived their useful life.

Once completed, the project will cause property values to increase, the local tax base to expand, and job opportunities to be created. Conversely, in the short-term, inaction along the St. Louis Street corridor would likely diminish the viability of other economic development and redevelopment initiatives, programs, and capital expenditures which are planned or underway throughout the City's downtown. Long-term, loss of future economic development programs could potentially occur.

Purpose: The specific project purpose will result in the design and reconstruction of the road bed, adjacent, and subsurface, infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction/rehabilitation of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street would represent a significant milestone for the City of Mobile.

The City's broader vision includes the creation of a "vibrant, live, work, play and learn district" in downtown Mobile. The St. Louis Street corridor is poised to become Mobile's Downtown Technology Corridor, which will house the "Innovation PortAL," a regional science and research park. The University

of South Alabama has purchased property on St. Louis Street and envisions the site as the future home of the "Innovation accelerator" facility.

Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area. The proposed scope of work correlates with specific action items from the Map for Mobile, Framework for Growth, the new Comprehensive Plan for the City adopted on November 5, 2015. Specific references to St. Louis Street and the surrounding Central Business District, within the Map for Mobile Action Plan, validate the need, purpose, and objectives for the project. Improvements to public infrastructure within downtown Mobile will result in recruitment and facilitation of additional public and private sector investments; and, ultimately build a stronger, more sustainable and resilient economy for the City and surrounding region.

Objective: Implementation of the proposed St. Louis Street Technology Corridor initiative, facilitated through redevelopment of existing public infrastructure, is integral to promoting the objective of creating positive economic change within the City. The St. Louis Street rehabilitation project is currently reinforced by numerous public and private sector development programs which are either planned or underway within the Central Business District. Through continued investment, a positive, synergistic outcome will result in a stronger economy of the Central Business District and the City of Mobile. Upon completion, the St. Louis Street infrastructure initiative promises to support long-term revitalization, and ensure economic sustainability of existing and future businesses within the Gulf Coast Region. The Map for Mobile, Framework for Growth memorialized a vision supported by actionable directives for moving the City forward. Multiple Action Items within the comprehensive plan address broad goals of enhancing mobility, transportation, and infrastructure, and fostering economic development. Additionally, within the City's new Future Land Use Plan adopted by the Mobile City Planning Commission on May 18, 2017, Downtown Mobile is designated as a Priority Investment Opportunities area, one of eleven within the City. This designation is an acknowledgement and recognition of "strategic infill and redevelopment" programs as "a core value for the City," and as a tool to achieve paramount economic development objectives.

Eligibility: This project is located in the Gulf Coast Region and is eligible for Direct Component funding under infrastructure projects benefitting the economy or ecological resources criteria as stated in the RESTORE Act. The proposed activity will be carried out in Mobile's Central Business District. Reconstruction and/or rehabilitation of the public infrastructure within the St. Louis Street right-of-way is expected to attract technology-sector businesses and associated employment opportunities to Mobile, Alabama, expanding the economy within the Gulf Coast Region. Please see the attached map for a depiction of the project location.

The St. Louis Street Technology Corridor project extends approximately one mile across the Central Business District, spanning a linear distance of seventeen city blocks. The continued investment of public resources within downtown Mobile, including that which will occur through the proposed infrastructure development project, is expected to generate financially feasible investment opportunities for the private sector. Ultimately, the additional financial resources leveraged through completion of the St. Louis Street Infrastructure project would achieve a significant benefit to the local and regional economy. In essence, the St. Louis Street infrastructure project will represent an indirect, publicly funded economic incentive. The anticipated outcome includes the cumulative channeling of additional public and private sector investments within the Central Business District, further benefiting the local and regional economy. Long-

term, an improved quality of life for the community should occur, achieved through workforce development, job creation, and expansion of the tax base.

TASKS, MILESTONES, AND TIMEFRAMES

Task #1 – ADCNR Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Direct Component RESTORE Act funding. The Executive Director began working with the City of Mobile on January 9, 2019, after approval of the MIP, to develop the Mobile Greenway Initiative: Three Mile Creek Trail (Phase I) grant application for submission into GrantSolutions.

Anticipated completion date: December 1, 2019

Task #2 – ADCNR Grant Administration

ADCNR, as the Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will review subrecipients procurement, final engineering and design documents and ensure all permits have been acquired. ADCNR will conduct periodic onsite visits and will submit all semi-annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis.

Anticipated completion date: November 30, 2022 / 36 months post-award

KEY PERSONNEL

Authorizing Official:

Christopher M. Blankenship

Commissioner, ADCNR

64 N. Union Street

Montgomery, AL 36130

Phone: (334) 242-3486

Fax: (334) 242-0999

Chris.blankenship@dcnr.alabama.gov

Program Director:

Amy Hunter

DWH Restoration Coordinator

ADCNR – Five Rivers

31115 5 Rivers Blvd.

Spanish Fort, AL 36527

Phone: 251.621.1216

Financial Officer:

Joseph Osenton

Accounting Director, ADCNR

64 N. Union Street
Montgomery, AL 36130
Phone: (334) 242-3813
joseph.osenton@dcnr.alabama.gov

Task #3 – Final Engineering & Design; Construction Plans, Specifications and Bid Documents

ADCNR approval of the final engineering and design plan set will occur within 12 months post award. The City of Mobile procured the services of an independent Design and Engineering team, led by BKI, to provide engineering and design services for St. Louis Street Rehabilitation Project. The services being provided by the firm include master planning, urban design, landscape architecture, civil engineering, architecture, survey, geotechnical, structural engineering, electrical engineering, MEP, environmental permitting, construction document production, cost estimating and value engineering, and bid package preparation.

The basic services provided will be as follows:

1. Schematic Design (30% Design)
 - a. Continued development of conceptual design built on GIS base and information gained.
 - b. Public Engagement
 - c. Schematic Design Plan Set: refinement of the conceptual layout at 20 scale:
approximately 30% complete plans
 - d. preliminary landscape plans
 - h. Geotechnical Report

Anticipated completion date: Award + 5 months

2. Design Development (60% Design Development) –
 - a. following the City's approval of Final Schematic Design, detailed plan drawings and typical site details will be developed.
 - b. Deliverables include plans, details and finishes, enlargements, and conceptual grading plans, and budget analysis.
 - c. approximately 60% complete plans.
 - d. Review of departmental and regulatory comments

Anticipated completion date: Award + 8 months

3. Construction Documents – will be developed based upon approved Design Development Package. Detailed plan drawings and details will be developed that are suitable for bidding and construction of the project. The documents will include both detailed and performance landscape plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent within budget.

- a. Sealed plan set suitable for permitting and approvals.
- b. Plan sheets for existing conditions survey, utilities and drainage, demolition/preservation, and erosion control
- c. Plan and profile sheets showing horizontal layout and vertical profile of improvements

- d. lighting and landscaping plans
- e. Utility specifications
- f. Refined budget estimate based on these plans

Anticipated completion date: Award + 12 months

Task #4 – Rehabilitation and reconstruction; St. Louis Street Corridor

Upon approval by ADCNR of the final engineering and design documents, the City will begin the process to publicly bid, award and proceed with construction activities related to the St. Louis Street Rehabilitation project. Thereafter, construction will begin with substantial completion occurring within 30 months of award.

Anticipated NTP completion date: Award + 14 months

Anticipated 50% construction completion date: Award + 18 months

Anticipated 100% project delivery completion date: Award + 30 months

Task #5 -- ADCNR Grant Closeout Activities

Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and the RESTORE Act STC. Final drawdown and federal financial report will be completed upon instruction by Treasury.

Anticipated completion date: November 30, 2022 / 36 months post award

Budget Narrative: Activity #12: Innovating St. Louis Street: Mobile's Technology Center v11.1.2019

a) Personnel: The Alabama Department of Conservation and Natural Resources (ADCNR) requests \$37,775 in personnel and fringe to provide oversight and management of the implementation of Activity #12 of the Direct Component Multiyear Implementation Plan adopted by the AGCRC and approved by the US Department of Treasury on November 26, 2018. ADCNR will execute a sub-recipient agreement with the City of Mobile, to implement Activity #12. ADCNR personnel will be responsible for oversight and management which include oversight, coordination and monitoring of grant activities, sub-recipient activities, and funds expended under this program. Program management and monitoring activities will be conducted to ensure compliance with the grant award terms and conditions, 2 CFR 200, 31 CFR 34, and applicable federal, state, and local laws.

- The **Alabama Gulf Coast Recovery Council Executive Director** is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the Center of Excellence RESTORE Act funding. The ED will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.
- **ADCNR's Deepwater Horizon (DWH) Restoration Coordinator** will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.
- The **Biologist III / Grants Manager** will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to Treasury, and participating in meetings and conference calls as needed.
- **Administrative Assistant** will provide general office support for the Executive Director and Grants Coordinator as needed.

ADCNR Personnel / Staff Time

Position	Average Salary (annual)	YEAR 1		YEAR 2		YEAR 3		Total
		Est. % time	Cost Year 1	Est. % time	Cost Year 2	Est. % time	Cost Year 3	
AGCRC ED Pre award	\$105,866.40	0.05	\$5,293					\$5,293

Bio -III Pre Award	\$56,988	0.01	\$570					\$570
AGCRC ED	\$105,866.40	0.08	\$8,469	0.07	\$7,411	0.05	\$5,293	\$15,880
Bio-IV	\$91,200	0.01	\$912	0.01	\$912	0.01	\$912	\$1,824
Blo-III	\$56,988	0.02	\$1,140	0.02	\$1,140	0.02	\$1,140	\$2,280
GCO	\$62,530	0	\$0	0	\$0	0	\$0	\$0
Admin. Asst.	\$33,133	0.05	\$1,657	0.05	\$1,657	0.05	\$1,657	\$3,313
TOTAL by Year			\$18,041		\$11,119		\$9,002	\$29,160

- b) **Fringe:** Fringe benefits include the costs of leave, employee insurance, pensions, and unemployment benefit plans. The costs are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

Position(s)	Fringe %	YEAR 1	YEAR 2	YEAR 3	Total Fringe Benefit (life of project)
AGCRC ED Pre award	0.327	\$1,730.92	\$0.00	\$0.00	\$1,731
Bio -III Pre Award	0.344	\$196.04	\$0.00	\$0.00	\$196
AGCRC ED	0.327	\$2,769.47	\$2,423.28	\$1,730.92	\$5,193
Bio-IV	0.344	\$313.73	\$313.73	\$313.73	\$627
Blo-III	0.4173	\$475.62	\$475.62	\$475.62	\$951
GCO	0.3981	\$0.00	\$0.00	\$0.00	\$0
Admin. Asst.	0.5564	\$921.76	\$921.76	\$921.76	\$1,844
TOTAL by Year		\$4,481	\$4,134	\$3,442	\$8,615

TOTAL PERSONNEL AND FRINGE: \$37,775

Preaward costs, for personnel and fringe, to undertake grant development tasks are anticipated and amount to \$7,790. Approval is hereby requested to charge these costs to the grant award as preaward. These preaward costs are necessary in order to better refine and develop the grant application packet in the time period between MIP approval and prior to submitting the full grant application to Treasury. Preaward costs began to be incurred on March 4, 2019. These preaward costs are in anticipation of the award and the costs are necessary for

V11.1.2019

the efficient and timely performance of the scope of work. Pre award costs will be supported by substantiating documentation.

- c) **Travel:** ADCNR anticipates travel to the Project Site for periodic site visits. . This amount is part of the administrative line item. Cost estimates were determined using Federal government-owned vehicle mileage reimbursement.

Travel						
Purpose of Travel	Location	mileage	# persons	# trips	Rate	Cost
Field Visits / Compliance / Meetings	Spanish Fort to St. Louis Street	20	2	6	\$24 / trip	\$144

- d) **Equipment:** ADCNR does not anticipate the purchase of any supplies under this grant award.

- e) **Supplies:** ADCNR does not anticipate the purchase of any supplies under this grant award.

- f) **Contractual:** ADCNR anticipates utilizing contractual program management support throughout the life of the grant award. Activities may include supporting the development, coordination and execution of the subaward agreement between ADCNR and the City of Mobile. Oversight/administration, draw review, and technical support as the project progresses through design, engineering and construction. Contractual support was procured in accordance with Alabama procurement law. ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2-State Bid Laws (41-16-20) to identify and select Volkert, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$97,180 in contract costs for Volkert, Inc. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

Position(s)	YEAR 1	YEAR 2	YEAR 3	Total
Volkert, Inc.	\$17,180	\$40,000	\$40,000	\$97, 180
TOTAL				\$97,180

- g) **Construction:** ADCNR does not anticipate undertaking any construction activities to be paid with funds to be awarded under this grant. However, ADCNR will be approving construction activities to be undertaken by the subrecipient, the City of Mobile. Those activities are discussed in detail under Line "h: Other."

- h) **Other:** ADCNR will execute a sub-award agreement with the City of Mobile to implement Activity #12 according to the scope of work approved in the MIP. The sub-award agreement will have an anticipated term of three years and subaward amount of \$5,885,000.

The Subrecipient's budget, according to the 424C budget categories, can be detailed as follows:

COST CLASSIFICATION	Direct Component	MAWSS	COM	TOTAL
1. Administrative and legal expenses	\$0	\$0	\$0	\$0
2. Land, structures, rights-of-way, appraisals, etc.	\$0	\$0	\$0	\$0
3. Relocation expenses and payments	\$0	\$0	\$0	\$0
4. Architectural and engineering fees	\$600,000	\$0	\$0	\$600,000
5. Other architectural and engineering fees	\$0	\$0	\$0	\$0
6. Project inspection fees	\$0	\$0	\$0	\$0
7. Site work	\$0	\$0	\$0	\$0
8. Demolition and removal	\$0	\$0	\$0	\$0
9. Construction	\$5,285,000	\$1,200,000	\$0	\$6,485,000
10. Equipment	\$0	\$0	\$0	\$0
11. Miscellaneous	\$0	\$0	\$0	\$0
12. SUBTOTAL (sum of lines 1-11)	\$5,885,000	\$1,200,000	\$0	\$7,085,000
13. Contingencies				\$0
14. SUBTOTAL	\$5,885,000	\$1,200,000	\$0	\$7,085,000
15. Project (program) Income	\$0	\$0	\$0	\$0
16. TOTAL PROJECT COSTS	\$5,885,000	\$1,200,000	\$0	\$7,085,000

- 1) Administrative and Legal Expenses: The subrecipient, City of Mobile, does not anticipate incurring any administrative or legal expenses.
- 2) Land, Structures, Rights of way, appraisals. The subrecipient, City of Mobile, does not anticipate the purchase of any land, structures or right of way with funds to be awarded under this grant.
- 3) Relocation Expenses and Payments. The subrecipient, City of Mobile, does not anticipate any relocation expenses and/or payments with funds to be awarded under this grant.
- 4) Architectural and engineering fees. ADCNR will be approving architectural and engineering activities to be undertaken by the subrecipient, the City of Mobile. ADCNR will execute a sub-award agreement with the City of Mobile to implement Activity #12 according to the scope of work approved in the MIP. The subrecipient, City of Mobile (COM), has procured, according to the "City of Mobile Federal Grant Procurement Policy and Procedures" an E & D consulting firm. Prior to the performance period of this application, the City of Mobile contracted with an E&D firm for approximately \$300,000 in COM funds. The Treasury Direct Component request for E&D will be \$600,000. The sub-award agreement will have an anticipated term of three years and subaward of \$5,885,000. The architectural and engineering fees, in the amount of \$600,000 will be budgeted therein.

- 5) Other architectural and engineering fees. The subrecipient, City of Mobile, does not anticipate any other architectural and engineering fees to be paid with funds to be awarded under this grant.
- 6) Project Inspection fees. The subrecipient, City of Mobile, does not anticipate any project inspection fees to be paid with funds to be awarded under this grant.
- 7) Site Work. The subrecipient, City of Mobile, will incur cost to undertake site work activities; however these costs are included in the overall construction contract. See line item #9.
- 8) Demolition and Removal. The subrecipient, City of Mobile, will incur costs to demolish and remove the existing road way; however these costs are included in the overall construction contract. See line item #9.
- 9) Construction. Based on preliminary engineering and design, the City of Mobile anticipates construction activities, in the amount of \$5,285,000. The construction contract will be awarded following a public bid. The construction contract will be leveraged by additional funds (\$1,200,000) from a local utility, the City of Mobile Board of Water and Sewer Commissioners (doing business as Mobile Area Water and Sewer Systems (MAWSS)).

The preliminary engineering and design budget for the reconstruction of the St. Louis Street Corridor, Task 4 of the Project Narrative, contemplates the following scope for the mile long corridor: demolition and removal of the existing road bed, asphalt and concrete surfaces, removal of existing curb and gutter, repaired and/or replaced stormwater facilities, replaced water and sewer facilities in whole part, new road bed, curb, gutter, and sidewalk, new decorative lighting fixtures, street signs, and traffic lights, new landscaping and decorative pavers.
- 10) Equipment. The subrecipient, City of Mobile, does not anticipate the purchase of any equipment to be paid with funds to be awarded under this grant.
- 11) Miscellaneous. The subrecipient, the City of Mobile, does not anticipate any miscellaneous charges.

- i) Indirect Costs: ADCNR anticipates \$9,135 in indirect cost. This amount is part of the administrative line item. Indirect costs are calculated using ADCNR's Negotiated Indirect Cost Rate Agreement approved by the U.S. Department of the Interior. The current approved indirect rate is 24.09% of the personnel and fringe sub-total.

Preaward costs, for the indirect associated with the preaward personnel and fringe, to undertake grant development tasks is anticipated and may amount to \$1,877 and will be supported by substantiating documentation.

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number**— A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 06-15-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: M1A12-ISLS

Federal Award Number: RDCGR010105

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY MOBILE, CITY OF	Status: Active
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DUNS: 010396687 +4:	CAGE Code: 496N7	DoDAAC:
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Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 205 GOVERNMENT ST

City: MOBILE

ZIP Code: 36602-2613

State/Province: ALABAMA

Country: UNITED STATES

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: 02/25/2020

Award Description/Title: Innovating St. Louis Street: Mobile's Technology Corridor

Entity Completing Form: CITY OF MOBILE

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 GOVERNMENT STREET

City, State, Zip+4: MOBILE, AL 36644

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

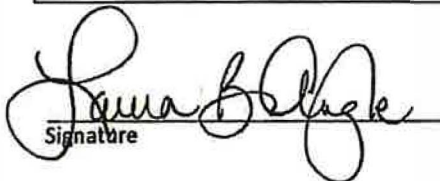
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year


Signature

Laura B. Angle

Typed Name of Signature

 06/15/2020
Title Date

DCNR-07-2018

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

LISTING OF APPENDICES

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



APPENDIX B

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION PAYROLL FORM (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

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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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST. 	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY				FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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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(e). The Copeland Act (40 U.S.C. § 3145) 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.

Public Burden Statement
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 these estimates or any other aspect of this collection, 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

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ 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

_____ from the full
(Contractor or Subcontractor)

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

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)
---------------------------	--	-----------------------------	--	---

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)
(Use reverse or attach additional sheets, if necessary)	c. Fringe Benefits Payments

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
---	---

16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. ☐ Agree ☐ Disagree
---	-------	---

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.

STANDARD FORM 1444 (REV. 10/2023) BACK

APPENDIX E

LABOR STANDARDS

INTERVIEW FORM (SF-1445)

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME	FIRST NAME	MI
NAME OF EMPLOYER			STREET ADDRESS		
SUPERVISOR'S NAME			CITY	STATE	ZIP CODE
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.

** 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)
Bennett Construction, LTD William McGlasker	2445 Clairmont Dr. W Semmes, AL 36575 251-423-7764	HBKHTEVEW943	Y	N	
Steel Enforcers, Inc. Courtney Holman	P.O. Box 1832 Semmes, AL 36575 251-604-2401	DC5YNV22M8Y4	Y	Y	
Coastal Environmental and Erosion Control, LLC Allison Woodson	30941 Mill Ln., Suite G#296 Spanish Fort, AL 36527 251-510-1469	ES4YXNDJ9KZ4	N	Y	
Innovative Contracting Services, Inc. Anthony Johnson	852 Springhill Ave. Mobile, AL 36602 251-490-4027	F2LZZN54KTH3	Y	N	
C and A Quality Construction, LLC Bernarda Ramos Orellana	9351A HW 188 Irvington, AL 36544 251-447-8167	JX64XHTTP2B9	Y	Y	
Smith Industrial Service Paul David	2001 W I-65 Service Rd N. Mobile, AL 36618 251-243-1964	HN2UEA7ABPN3	N	N	
M.A. Harvill Construction, LLC Bridget Harvill	P.O. Box 938 Wilmer, AL 36587 251-402-5638	B8ZPJTH5PPL4	N	N	
Inline, LLC Lee Reach	5535 Business Parkway Theodore, AL 36582 251-510-4413	KKM5BN5EN548	N	N	
Gulf Breeze Landscaping, LLC Clyde Garlick	P.O. Box 347 Gautier, MS 39553 228-497-3356	XC85TSL6BMR4	N	N	
Renfroe, Hibberts & Co., Inc. Taylor Renfroe	11045 Old HW 81 Spanish Fort, AL 36587 251-680-5881	C8HGH9PQU723	N	N	

COMPLETED BY: Drew Windham

DATE: 6/17/25

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)
C & H Construction Services, LLC Brandon Donoghue	PO Box 2252 Daphne, AL 36526 251-721-1754	HNRYNF268703	N	N	
Element Construction & Fencing, LLC Avery Lowery	5562 Pine Wood Cir Orange Beach, AL 36561 251-484-1270	PCWFSY4RY3Z2	N	N	

COMPLETED BY: Drew Windham DATE: 6/17/25

DISCLOSURE OF LOBBYING ACTIVITIES

(SF-LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee Tier if known: * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: * Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date:		
Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant assistance in the amount of \$3,142,980.00 for the DOJ FY25 COPS Hiring Program (CHP) grant. There is a \$785,745.00 local match requirement.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-FY25 COPS Hiring Grant

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant assistance in the amount of \$3,142,980.00 for the DOJ FY25 COPS Hiring Program (CHP) grant. There is a \$785,745.00 local match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U. S. Department of Justice and any other federal agency.

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Gwendolyn and Darrin Clark to operate a non-emergency medical transport service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 22, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



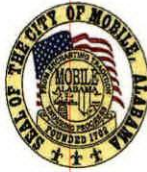
Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Darrin O Clark, individually or on behalf of Legacy Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Gwendoly Clark / Darrin Clark

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Mobile Residence: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: 2 _____ 1 _____ Driver's License #: _____

Residing in Mobile County: Years: 21 yrs Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

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

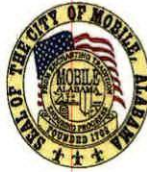
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

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

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

Gwendoly + Darrin Clark			
-------------------------	--	--	--

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

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

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

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐

non-emergency
medical
transport

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 5 days wk.

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>min Van</u>	Year: <u>2021</u>	Model: <u>Dodge</u>
Make: <u>min Van</u>	Year: <u>2014</u>	Model: <u>Ford</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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



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

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

Darrin O Clark
Applicant's Signature

NAME OF ENTITY:

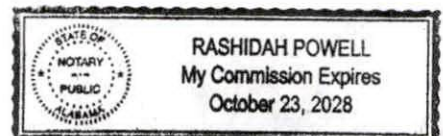
Legacy Transportation, LLC

By: Gwendolyn / Darrin Clark
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

10 DAY OF June, 2025

Rashidah Powell
Notary Public





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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Darrin O. Clark

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'11

Weight: 200

Hair Color: BLK

Eye Color: Bro

Social Security Number: _____

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

Darrin O. Clark
Signature

6.10.2025
Date signed



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

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

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

NAME: Darrin O. Clark
Date of Birth: _____ City #: _____
Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: Ret.
Present Position/Title: _____

Judicial History:

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

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

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

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

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

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

Darrin O. Clark
Signature

10.10.25
Date Signed

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:

LEHGACY TRANSPORTATION 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): GWENDOLYN CLARK

Street (**no PO Boxes**) address of registered office (must be located in Alabama):

5019 PRESLEY BL EIGHT MILE, AL 36613

*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
001-173-739 DLL
Date 02/03/2025
Time 13:57:00
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 2 / 3 / 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 01 : 57 ☐ 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).

2 / 3 / 2025
Date (MM/DD/YYYY)

GWENDOLYN CLARK

Signature as required by 10A-5A-2.04

CEO

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

DARRIN CLARK

Street Address

Mailing Address

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:

LEHGACY TRANSPORTATION LLC

This name reservation is for the exclusive use of GWENDOLYN CLARK, 5019
PRESLEY BL, EIGHT MILE, AL 36613 for a period of one year beginning
February 03, 2025 and expiring February 03, 2026

**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.**

February 03, 2025

Date



RES199908

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MRP

Date of this notice: 02-03-2025

Employer Identification Number:
33-3199282

Form: SS-4

Number of this notice: CP 575 G

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 ETN 33-3199282. 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.

**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor, William S. Stimpson and Council Member, William Carroll

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property parcels commonly known as key numbers 2111869 and 4007018 more particularly described as Parcel A and Parcel B in Exhibit A attached hereto and made a part hereof by reference are not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to Mobile Area Mardi Gras Association, a nonprofit organization.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

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

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

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

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

Adopted:

City Clerk

EXHIBIT A

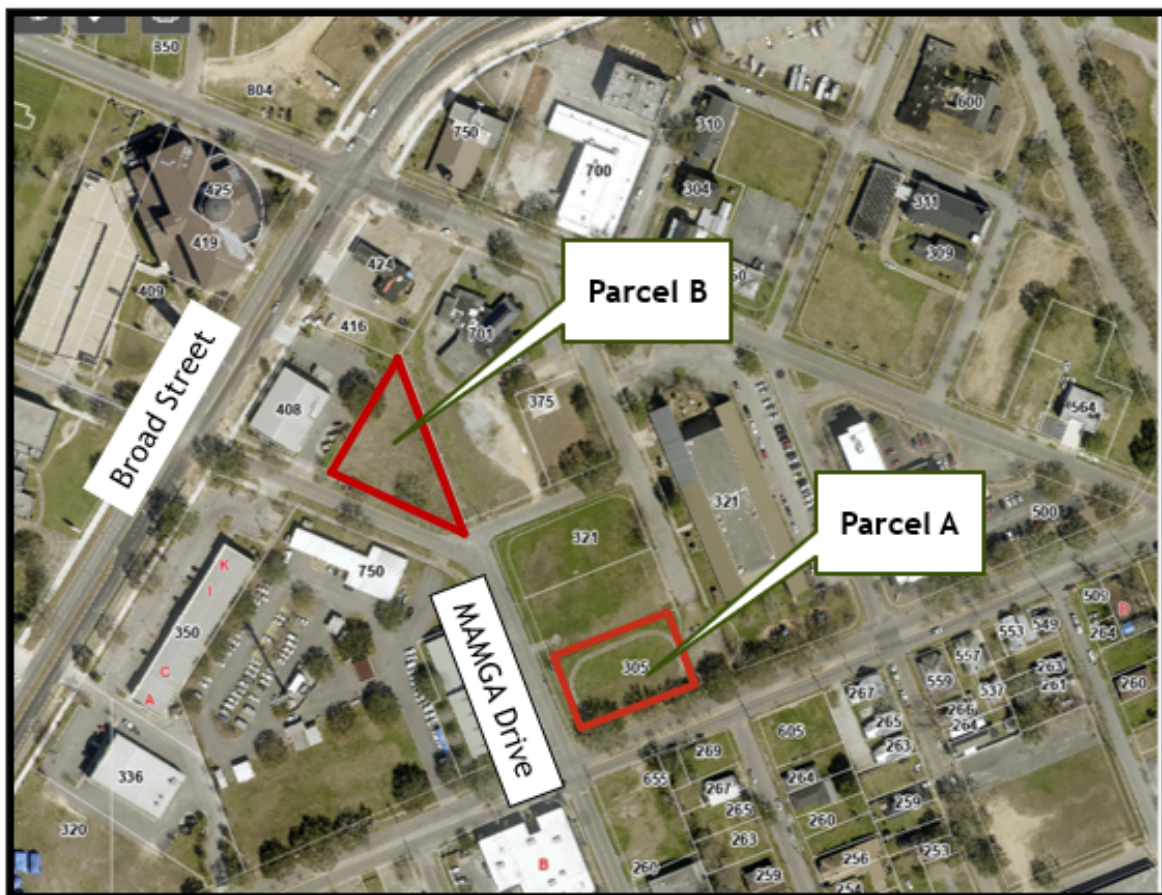
Location: key numbers Parcel A as 2111869 and Parcel B as 4007018.

Parcel A as described in instrument number 2020012077:

COMMENCING AT THE NORTHWEST CORNER OF ADAMS STREET AND DEARBORN STREET THEN RUN SOUTHWESTERLY ALONG THE NORTHERN RIGHT OF WAY OF ADAMS STREET 242.07 FT TO THE POINT OF BEGINNING. RUN NORTHWESTERLY 275 FT THEN SOUTHWESTERLY 210 FT(S) THEN SOUTHEASTERLY 205 FT(S) THEN RUN 31 FT ALONG A CURVE TO THE LEFT TO THE POINT OF BEGINNING.

Parcel B as described in book and page 1442-0297:

LOT 4 BLK 21-D, ACCORDING TO THE RESUB OF BLK 21-D, THIRD UNIT WATER STREET AREA URBAN RENEWAL PROJECT ALABAMA R-34 SUBDIVISION RECORDED IN MAP 24 PAGE 61.



ROUTING FORM: AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

- 1. DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
- 2. SELL REAL PROPERTY TO MOBILE AREA MARDI GRAS ASSOCIATION**

I. Property Address: 305 Dearborn St. N Key ID 2111869 -PARCEL A
City Council District; Zoning: District 2, Councilmember: William Carroll; R-B
Sale or Lease: Sale of Vacant Land for Public Purpose

II. Acquisitions by City:

- How Mobile Housing Board
- When: 12/10/1974
- Special Circumstances (if applicable):

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

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

- I. Property Address: 305 Dearborn St. N Key ID 2111869 -PARCEL A
City Council District and Zoning: District 2, William Carroll, Zoning R-B (Residential Business)
Sale or Lease: Sale
Buyer or Lessee: Mobile Area Mardi Gras Association
- II. Date of City Council Resolution Assenting to Sale or Lease: Sale
- III. Advertisements: N/A
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- V. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- VI. Method of Sale:
- Sale by Realtor Request for Proposals
 Request for Bids Negotiation
 Exchange (explain, including Party, Property)
 Adjacent Property Owner / Sidelot
 X Sale for Less than Fair Market Value: X Public Purpose (see V below)
 Other: See Item # III above
- VII. Fair Market Value: \$ 124,300.00 2024 Tax Assessor Appraised Value
How Determined: MAI Appraisal; Date of Appraisal _____
- Appraisal ordered by: CITY or ☐ PURCHASER
 X Tax Assessor
 Broker's Letter of Value
 Other; _____
- VIII. Sale/Lease for Public Purpose identified:
- Non-profit (name & purpose) _____

 Public Entity (name & purpose) _____

- VIV. Notice given to adjacent property owners: Yes No – N/A
If yes, date of notice: _____
- X. Competing offers: Yes; (Explain) N/A

ROUTING FORM: AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

- 1. DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
- 2. SELL REAL PROPERTY TO MOBILE AREA MARDI GRAS ASSOCIATION**

I. Property Address: ___ Vacant Land located on Lyons Street Key ID 4007018-PARCEL B
City Council District; Zoning: Dist 2, William Carroll, T4 – Mixed use district low intensity
Sale or Lease: _____ Sale of Vacant Land for Public Purpose _____

II. Acquisitions by City:

- How _____ Taylor H Hodge, Sr _____
- When: _____ 12/01/2020 _____
- Special Circumstances (if applicable): _____

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

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

- I. Property Address: Vacant Land located on Lyons Street Key ID 4007018-PARCEL B
City Council District and Zoning: District 2, William Carroll, T4 – Mixed use district low intensity
Sale or Lease: Sale
Buyer or Lessee: Mobile Area Mardi Gras Association
- II. Date of City Council Resolution Assenting to Sale or Lease: Sale
- III. Advertisements: N/A
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- IV. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- V. Method of Sale:
- Sale by Realtor Request for Proposals
 Request for Bids Negotiation
 Exchange (explain, including Party, Property) _____
 Adjacent Property Owner / Sidelot
 x Sale for Less than Fair Market Value: x Public Purpose (see V below)
 Other: See Item # III above
- VI. Fair Market Value: \$ 130,800 2024 Tax Assessor Appraised Value
How Determined: MAI Appraisal; Date of Appraisal _____
- Appraisal ordered by: CITY or ☐ PURCHASER
 x Tax Assessor
 Broker's Letter of Value
 Other; _____
- VII. Sale/Lease for Public Purpose identified:
- X Non-profit (name & purpose) Mobile Area Mardi Gras Assoc.

 Public Entity (name & purpose) _____

- VIII. Notice given to adjacent property owners: Yes No -N/A
If yes, date of notice: _____
- VIV. Competing offers: Yes; (Explain) N/A

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the Effective Date, July 25th 2025, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as "Seller" or "City") and MAMGA Nineteen Thirty-Eight Legacy Corporation, a nonprofit organization, (hereinafter referred to as "Purchaser").

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately two undeveloped real property parcels commonly known as key numbers 2111869 and 4007018 more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference ("Property");

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, this agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement;

WHEREAS, Seller has determined that because Purchaser's ownership of adjoining parcels and their proposed use of the Property to develop a community campus; and, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be One and No/100 Dollars (\$1.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("Earnest Money").
4. **Survey and Title.**
 - 4.1. **Survey.** Seller is not providing a survey. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "New Survey").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, subject only to the following exceptions (herein referred to as the "Permitted Exceptions"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;
 - (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
 - (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3. "Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.
 - 4.3. **Title Objections.** On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within five (5) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or

remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

- 4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this Section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller receives express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:
- 5.1. **Title.** Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.
- 5.2. **Authority.** Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:
- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
 - (ii) the individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing;
 - (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
 - b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
 - c. cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
 - d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.
- 5.3. **Pending Litigation.** Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.
- 5.4. **Tenants.** There are no current leases or tenants.
- 5.5. **Management Contracts.** There are no management arrangements or service contracts respecting the Property.
- 5.6. **Environmental Matters.** Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.
- 5.7. **Property Conditions.** Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

- 5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.
6. Purchaser's Representations. Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party.
7. Closing Conditions. Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.
- 7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a title policy pursuant to the Title Commitment ("Title Policy").
- 7.2. Property Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period.
- 7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

8. Closing.

8.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard, PC located at 3801 Airport Blvd., Mobile, AL 36608 ("Escrow Agent").

8.2 Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

- 8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;
- 8.2.2 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the date of Closing without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.3 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.4 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.5 Physical possession of all the Property; and
- 8.2.6 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for

services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.3.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. Brokers. Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. Default.

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 Purchaser's Default.

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it

shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non- performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement.** This Agreement is not assignable.

12. **Time of Essence.** Time is of the essence hereof.

13. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

- (i) by United States registered or certified mail, return receipt requested, postage prepaid,
- (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
- (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
- (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:

The City of Mobile
City Attorney
Post Office Box 1827
Mobile, AL 36633-1827

Purchaser:

MAMGA Nineteen Thirty-Eight Legacy Corporation
a nonprofit organization
305 North Washington Avenue
Mobile, AL 36603

14. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.
15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.
18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.
21. **Immigration.** 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.

22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

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

SELLER:

THE CITY OF MOBILE, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

MAMGA Nineteen Thirty-Eight Legacy Corporation

a nonprofit organization

By: Maynard V. Odom

Name: Maynard V. Odom

Its: President

Date: July 25, 2025

STATE of Alabama

COUNTY of Mobile

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Maynard V. Odom, as President of MAMGA Nineteen Thirty-Eight Legacy Corporation, a nonprofit organization whose name is signed to the foregoing Purchase and Sale Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of July, 2025.

Mary W. Daffin
Notary Public

My Commission Expires: 6/9/29

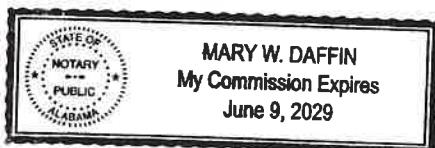


EXHIBIT A

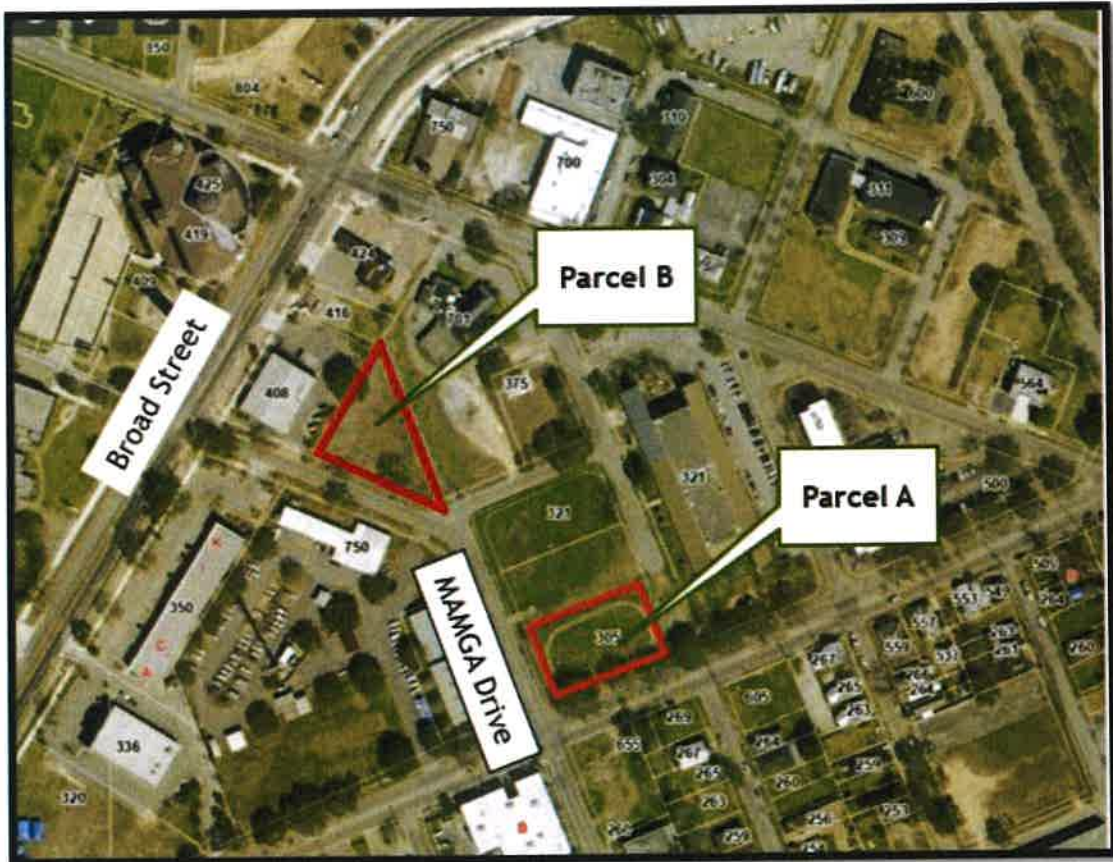
Location: Key numbers Parcel A as 2111869 and Parcel B as 4007018.

Parcel A as described in instrument number 2020012077:

COMMENCING AT THE NORTHWEST CORNER OF ADAMS STREET AND DEARBORN STREET THEN RUN SOUTHWESTERLY ALONG THE NORTHERN RIGHT OF WAY OF ADAMS STREET 242.07 FT TO THE POINT OF BEGINNING. RUN NORTHWESTERLY 275 FT THEN SOUTHWESTERLY 210 FT(S) THEN SOUTHEASTERLY 205 FT(S) THEN RUN 31 FT ALONG A CURVE TO THE LEFT TO THE POINT OF BEGINNING.

Parcel B as described in book and page 1442-0297:

LOT 4 BLK 21-D, ACCORDING TO THE RESUB OF BLK 21-D, THIRD UNIT WATER STREET AREA URBAN RENEWAL PROJECT ALABAMA R-34 SUBDIVISION RECORDED IN MAP 24 PAGE 61.



RESOLUTION

Sponsored by: Councilmember Josh Woods, District 6

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Maggie Brenes is appointed to the Mobile City County Youth Council
effective immediately.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Cory Penn, District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember C. J. Small, District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assit with the Hall of Fame Walk events.**

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Ben Reynolds, District 4*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 4 General Fund, Discretionary Account DSC-04, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Joel Daves, District 5*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 5 General Fund, Discretionary Account DSC-05, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 6 General Fund, Discretionary Account DSC-06, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Gina Gregory, District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to the **Mobile Convention Center 60806080-42140** and will be used **to assist with Hall of Fame Walk events.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember C. J. Small, District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the **Parks & Recreation Dept.-Trimmier Park** and will be used to assist with the **youth football team**.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, regular municipal election has been called to be held on the 26th day of August, 2025, and a run-off election, to be held if necessary, on the 23rd day of August, 2025; and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body, not less than 15 days before the holding of any municipal election, appoint from the qualified electors of the municipality, officers to hold the election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the persons named on the list attached hereto and made a part hereof, be, and they hereby are, designated as the election officers for the voting centers of the City of Mobile for the regular municipal election to be held on August 26, 2025, and for the run-off election, if necessary, on September 23, 2025.

Adopted:

City Clerk

Voting Center	Name	Position
1-1 Centerpointe Assembly of God Church 1375 W I-65 Service Road N.	Marcus Rodgers	Inspector
	David Nolfé	CC
	Rikeshá Johnson	PBO
	Brenda Prowell	RC
	Naomi Williams	RC
	Shelia Green	RC
	Malaysia Weeks	RC
	Sylvia Denson	BTC
	Belinda Harris	BTC
	Tommy Green	BCC
1-2 Joseph Dotch Community Center 3100 Banks Avenue	Alice Pruitt	Inspector
	Alex B. McMillian	CC
	Doris Coleman	PBO
	Bettye Adams	RC
	Tianja W. Montgomery	RC
	Joyce G. Johnson	RC
	Robert Coleman	BTC
	Albert Dawkins	BCC
1-3 (Figures Park Community Center 658 Donald Street	Jackie Bridgeforth	Inspector
	Valencia Montgomery	CC
	Curley Wilkerson	PBO
	Vanessa Andrews	PBO
	Latanga Charley	BTC
	Geraldine York	BTC
	Calvin Montgomery	BCC
	Gary Jackson	RC
	Valerie Grimes	RC
	Francine Brown	RC
	Lajoya Todd	RC
	Valerie Franklin	BCC
1-4 Kiwanis Boys & Girls Club of Mobile 712 Rice Street	Sonia Nelson	Inspector
	Robin Crook	CC
	Mary Eves	PBO
	Angela Mollise	RC
	Tracy Smith	RC
	Dorothy Treadwell	RC
	David Nelson	BCC
	Melvina Roberson	BTC
	Leonard Stiell	BCC

	Sharon Selzer	BTC
	Elliot Carter	BTC
1-5 New Shiloh Missionary Baptist Church 2756 Old Shell Road	Priscilla Crowe	Inspector
	Michael Laden Jr	CC
	Rebecca Mullins	PBO
	Robert Mullins	BC
	Alexandra Barter	RC
	James Barter, Jr.	RC
	Theodore Kearley	RC
	Elliot Clarke	BTC
	Athena McKenzie	BTC
	Cary Scott	BCC
1-6 Three Circle Church-Midtown 150 S. Sage Avenue	Patrick Crabtree	Inspector
	Antoinette Lewis	CC
	Joan Friedlander	PBO
	Kayana Lang	RC
	Madison Hammond	RC
	Tracy Peterson	RC
	Lois Fausak	BTC
	Rebecca Hood	BTC
	Meyer Levy	BCC
2-1 Bishop State Community College 351 N. Broad St.	Tyra Fair	Inspector
	Shamora S. Jackson	CC
	Ginger G. Hoit	RC
	Mary B. Jackson	BTC
	Joyce C. Jackson	BTC
	Elizabeth Ann Luther	PBO
	Adrea C. Odom	RC
	Laverne I. McMillan	RC
2-2 Thomas Sullivan Community Center 351 N. Catherine Street	Darline Laffitte	Inspector
	Marcelene Coleman	CC
	Monica Henderson	PBO
	Marcelene Dennis	RC
	Cecilia Snider	RC
	Linda Laffitte	BTC
	Harry Richardson	BTC
	Shirley Coker	BCC
	Diann Byrd	BCC
	Beverly Kelly	

2-3 Robert L. Hope Community Center 850 Edwards Street	Thelma Owens	Inspector
	Lister Portis	CC
	Nashasta Pollard	PBO
	Iamya Packer	RC
	Betty Inge	RC
	Mavis Hinton	BTC
	Deborah Knight	BTC
	Reginald Franklin	BCC
2-4 James Seals Community Center 540 Texas Street	Matthew McDonald	Inspector
	Ken Watson	CC
	Vivian Hollins	PBO
	Nalishia Burke	PBO
	Darlene Brooks	RC
	Roger Franklin	RC
	Leon Kennedy	RC
	Della Gandy	BTC
	Margaret Kennedy	BTC
	Stan Lee	BTC
	Bobby Dennison	BCC
	Lolita Rivers	BCC
2-5 Via Senior Center 1717 Dauphin Street	Steven Stone	CC
	Daniel Van Nostrand	RC
	Thomas Lyon	BTC
	Susan Lyon	BTC
	Ann Cieutat	BC
	Gary Lee Davidson	BC
2-6 Corinthian Missionary Baptist Church 451 Weinacker Avenue	Daniel Seawell	Inspector
	Joseph Harris Oswalt	CC
	Robert Addleton	BCC
	Willie Cannon	BTC
	Lozelia Coates	RC
	April Thornton	PBO
	John Clipper	PBO
	Marie Bridges	BTC
	Deirdre Perine	RC
	Treslica Winston	RC
	Angela Cosey	BTC

**2-7 Mason Memorial Temple Church of God
in Christ - 2157 Government Street**

Willie H. Reid	Inspector
Marsha Odonnell	CC
Myra Sands	PBO
Juandine Foster	RC
Marsha Robinson	RC
Sandra Leonard	RC
Christine Falls	BTC
Richard Rice	BCC

**3-1 Rock of Faith Baptist Church
1105 Ann Street S.**

Hazel Henry	Inspector
Julia Rembert	CC
Willie Williams	PBO
Carliss Morris	RC
Shirley Clark	RC
Sarah Morris	BTC
Eva Boyd	BTC
Aaron McKinnis	BCC
Anthony Head	BCC
Charles Bush	BCC
Paul White	PBO

**3-2 Morningside Elementary School
2700 S. Greenbrier Drive**

David Craig	Inspector
Doris Allen	BCC
Shonda Dexter	
Linda Faulkner	PBO
Mary Lucas	RC
Katherine McIntyre	
Janice Mitchell	RC
Madelyn Robinson	RC
Sandra Williams	
Linda Young	BTC

**3-3 Eichold-Mertz Elementary School
2815 Government Boulevard**

Glenna Davis	Inspector
Kimberly Thomas	CC
Larshonda Pears	PBO
Paula Edmondson	RC
Renee Carter	RC
Larry Carter	BTC
Leandrew Pears	BTC
Helen Fields	BCC
Chelett Parnell-Owens	Standby

3-4 Gilliard Elementary School
2757 Dauphin Island Parkway

Michael James	Inspector
Nelda Battles	CC
Tammy Smith	PBO
Myron McCoy	PBO
Jennifer Fleming	RC
Gloria Leslie	RC
Wayne Spears	RC
Jean Broach	RC
Ericka Lea	RC
Yvette McCovery	BTC
Ruben Robinson	BTC
William Chambers	BTC
Deloris James	BCC
Llawana Kemp	BCC

3-5 Riverside Baptist Church
3130 Dauphin Island Parkway

Anita Harris-Bailey	Inspector
Paquella S. Dailey	CC
Kenneth Riemer	PBO
Arnettia Craig	RC
Rhonda Taylor	BTC
Angila D. Mooring	BCC

4-1 Our Savior Catholic Church
1801 S. Cody Road

Patricia Ownby	Inspector
Lee Roe	CC
Linda B. Fobes	PBO
Richard Coleman	PBO
Vernell Abreo	RC
Rebecca Jones	RC
Margaret Hilliard	RC
Birdie Anderson	BTC
Michael Johnson	BTC
Cynthia Coleman	BCC
Monique Gray	BCC
Charles Robertson	

4-2 West Regional Library
5555 Grelot Road

Susan Collier	Inspector
Angelia Lewis	CC
Bonnie Clark	PBO
David Jones	RC
Veronia Mercadel	RC
Veronica Pears	RC
Jacqueline Rhodes	RC
Joann Daughdrill	BTC

	Devon Files	BTC
	Augusta Rhodes	BTC
	Patrick Isaac	BCC
	John Tyler	BCC
4-3 Dodge Elementary School 2615 Longleaf Drive	Myra Hammon	Inspector
	Marilyn Dinkins	CC
	Jerry L. Hammon	PBO
	Adlyn Krohn Bonner	PBO
	Angela Marie Hurst	RC
	Gretarshii Morris Anderson	RC
	Ricky Lynn Griffin	RC
	Michael Layton Dean	BTC
	Demone LaSalle Clarke	BTC
	Bruce Bradford	BCC
4-4 Kate Shepard School 3980-B Burma Road	Lance Williams	Inspector
	Donald Banks	CC
	Julie Conrey	PBO
	Richard Millette	RC
	Christine Prescott	RC
	Joy Jackson	RC
	Ellen Dunn	BTC
	Demone Clarke	BTC
	Emily Boutwell	BCC
	Bobby Dunn	BCC
4-5 Covenant Academy of Mobile 4568 Halls Mill Road	Marcia Millican	Inspector
	Felicia Williams	CC
	Stelva E. O'Neal	PBO
	Janet M. Lewis	RC
	Cassandra Wright	RC
	Gina G. Passmore	BTC
	Carmeca Williams	BTC
	Raymond Pitts	BTC
	Judith C. Hall	BCC
	LaShundra Collins	BCC
4-6 Burroughs Elementary School 6875 Burroughs Lane	Mary Walker	Inspector
	Deola Quinnie	CC
	Brenda S. Jackson	RC
	Bridgette Goode	BTC
	Clarissa Thompson	PBO

	Joyce W. Davis	BTC
	Darlene Harris	RC
	Ray Phalo Williams	BCC
	Janice C. Parrish	Rover
5-1 Rise Church	Bryan Lee	Inspector
6363 Piccadilly Square Drive	Steve Russell	CC
	Maria Gonzalez	
	Tonya Carroll	
	Philip Marasta	
	Lynn R. Robbins	
	Elyse K. Griffin	
	Adem Hasanovic	
	Andrea Carter	
	Paige Pulliam	
	John Sirmon	
	Wilson Horst	PBO
5-2 E. R. Dickson Elementary School	Wayne Sirmon	Inspector
4645 Bit & Spur Road	Rosemarie Morwessel	CC
	Mona Rylee	PBO
	Tammy Cox	RC
	Jeffery McClendon	RC
	Susan Sleeman	RC
	Deborah Meador	BTC
	Joan Serda	BTC
	Mark DeVoe	BCC
	Nancy Hand	BCC
5-3 Fonde Elementary School	Voncille Agree	PBO
3956 Cottage Hill Road	Rose Armstrong	RC
	Shelia Burroughs	
	Edna Douglas-Davs	
	Mardwena Hall	RC
	Kenneth Houston	BTC
	Lynn Jackson	
	Rapunzel McCord	BTC
	John Topper	
	Susan Vassel	PBO
	Donna Montgomery	BTC
	Angela Brown	BTC
	Cynthia Elmore	

**5-4 W. P. Davidson High School
3900 Pleasant Valley Road**

Joan Sanders	CC
Kathi Hicks	RC
Sharron Fobes	RC
Melvin Moore	BCC
Cassandra Chastang	BCC
Cynthia Ryder	BTC
Jasmine Tarleton	BTC
Kim-Lien Tran	RC

**5-5 Dauphin Way Baptist Church
3661 Dauphin Street**

Brooks Milling	Inspector
Bradley Sanders	CC
Nancy Townsend	PBO
Regina Collins	RC
Marilyn Foley	RC
Julia Carrington	RC
Dixie Brunson	BTC
Joel Harris	BTC
Barbara Harris	BTC
Susan Mims	BCC
Barbara DeKeyser	BCC
Jane Brigham	PBO
Lisa Sills	RC

**6-1 Christ United Church
6101 Grelot Road**

Melanie Parker	Inspector
Dena Pollard	CC
Mary Page	RC
Thomas Spiegelberg	BCC
Judy Tabb	BCC
Mike Tabb	RC
Debra St. Pierre	BTC
Clarence Parker	BTC
Jessica Wright	RC
Sarah Snell	PBO

**6-2 Creekwood Church of Christ
1901 Schillinger Road S.**

Pete Vallas	Inspector
Nattalie Kinzer	CC
Audrey McDonald	RC
William Van Hook	RC
Mary Ann Tomberlin	RC
Annie King	BTC
Rudolfo Frescas	BTC

	Keri Reedstrom	BTC
	Sterling McInvale	BCC
	Anita Thomas	BCC
	James Thomas	BCC
6-3 Connie Hudson Reg. Senior Comm. Ctr. 3201 Hillcrest Road	Karen Sweval	Inspector
	Tara Crawford	CC
	Karen Ruckart	PBO
	Elizabeth Reints	PBO
	Mary Long	RC
	Annie Pierce	RC
	Charles R. Sweval, Jr.	BCC
	Michael Ruckart	BCC
	Pinkie Elaine Collins	BTC
	Andy Havard	BTC
	Angela Hill	PBO
6-4 Woodridge Baptist Church 2700 Schillinger Road S.	Mark Aldred	Inspector
	Jennifer Townsend	CC
	Crystal Laycock	PBO
	Mary Jo Ashcraft	RC
	Jeffrey Smith	RC
	Dianne Smith	RC
	Ella Jones	BCC
	Johnnie Fitts	BC
	Douglas Miller	BC
	Ethan Davidson	BCC
	Donna Ladnier	BCC
7-1 Independent Living Center 6750 Howells Ferry Road	Regina Kirkland	Inspector
	Tiffani Gardner	CC
	Anntte Johnson	PBO
	Gail Arnett	RC
	Patricia Randall-Suggs	RC
	Richard Slone	RC
	Jane Cunningham	BTC
	Lola Guyton	BTC
	Ada Rogers	BTC
	Julianne Andrianopoulos	BCC
	Linda Rowe-Smith	BCC
7-2 Mobile Museum of Art 4859 Museum Drive	Lesia Dent	Inspector
	Tamekia Bedgood	CC

	Charlene Jackson	PBO
	Carolyn Bell	RC
	Gya Prichett	RC
	Sheila Hall	RC
	Wilma Evans	BCC
	Tamaiah Jackson-Bedgood	BCC
	Bessie Goodman	BTC
	Joyce Jackson	BTC
7-3 Friendship Missionary Baptist Church 545 Cody Road N.	Sharron Prowell	Inspector
	Michelle Mayberry	CC
	Dorsha King	PBO
	Yvonne Chavers	RC
	Ann Howard	RC
	Amanda Simmons	BTC
	Noreen Keith	BTC
	Vincent House	BCC
	Paul King	BCC
	Shirley Callan	Standby
7-4 St. John United Methodist Church 6215 Overlook Road	Kimberly Wiggins	Inspector
	Kathryn Navia	CC
	Carlos Navia	PBO
	Margaret Olive	RC
	Konda Carroll	RC
	Trevian Johnson	RC
	Barbara Flowers	BTC
	Derek Alfred	BTC
	Shirley Callans	BTC
	Ferman Jackson	BCC
Rovers	Melissa King	Rover
	Matthew Barclift	Rover
	Russ Davidson	Rover
	Nicole Moore	Rover
	Arnettia Craig	Rover
	Brian Stine	Rover
	Lakia Hayes	Rover
Absentee	Sheila White	Inspector
	Myrtle Gayles	CC
	Karen Nicholas Anthony	Clerk
	Alan Day	Clerk

Glenda Morgan
Eugenia Armbrrecht
Cheryl Day

Clerk
Clerk
Clerk

CC=Chief Clerk
PBO=Provisional Ballot Officer
RC=Registration Clerk
BTC=Ballot Table Clerk
BCC=Ballot Counter Clerk

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: July 24, 2025

SUBJECT: WEED LIEN GROUP **1667**

Attached, please find Assessment Lists for Weed Lien Group Number **1667** 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):

7/29/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

9/2/2025

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): 7/31/2025LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 8/7/2025LEGAL NOTICE ADS: 8/13/2025-8/20/2025POSTING DATE: 8/26/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1667		Res. No.		
7/29/2025		LOTS TO BE DECLARED		58-		
9/2/2025		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	2475 Third Avenue	52545	54524		1	
2	2550 Dauphin Island Pkwy	52459	52525		3	
3	2551 Dauphin Island Pkwy	52440	54526		3	
4	1806 Longbow Lane	52415	54527		3	
5	2705 Nottingham Dr E	52457	54529		3	
6	414 Driver Street	51319	54530		1	
7	416 Driver Street	51320	54531		1	
8	0 Betbeze Street/0 Nall	51418	54533		1	
	Par. No. (29 07 23 0 002 129.XXX)					
9	406 Robbins Street	50046	54534		2	
10	2665 McKinney Street	51372	54535		1	
11	5910 Westhaven Dr S	50620	54536		7	
12	1354 St Madar Street	51126	54537		2	
13	1104 Martinwood Lane	51264	54539		3	
14	1109 Lincoln Street	50694	54540		2	
15	1712 Dog River Drive E	52103	54542		3	
16	1617 Brill Road	51892	54544		3	
17	664 Leslie Avenue	49769	54545		1	
18	111 Tuscaloosa Street	51213	54546		1	
19	1110 Oak Street	50892	54548		2	
20	1855 Mott Drive S	48184	54607		1	
21	2656 Wealthy Street	52219	54608		1	
				\$ -		
Numbers of lots cut		Numbers of lots cut				
District total for this group						
1	9	1				
2	4	2				
3	7	3				
4	0	4				
5	0	5				
6	0	6				
7	1	7				
	21			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Jany Jackson 7-24-25
Marchetta Jantz 7-24-25

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 #1667** 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 **2nd day of September, 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Trish Primm.pdf

REVIEWERS:

Dawn Seese

Lana Gauthier

July 14, 2025

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 to the following employee:

• June 2025 – Trish Primm (Employee #16247) Administrative Services

Legal Department – Paralegal II

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$500.00 to Azalea City CDC*, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Azalea City CDC**, 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 **Azalea City CDC**, will be used to *assist with operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Azalea City CDC**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 to **Future Leaders Working***, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Future Leaders Working**, 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 **Future Leaders Working**, will be used to *assist with the Amazin Admins Awards*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Future Leaders Working**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small wishes to appropriate \$3,000.00 to Ben C. Rain High School, from District 3 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Ben C. Rain High School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 ***Ben C. Rain High School, will be used to assist with restocking of the school's supply closet with uniforms and school supplies for the less fortunate/disadvantaged students*** which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$3,000.00 to Ben C. Rain High School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small* wishes to appropriate **\$1,500.00** to ***Erwin Craighead Elementary School***, from *District 3 Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Erwin Craighead Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 ***Erwin Craighead Elementary School***, *will be used to assist with restocking of the school's supply closet with uniforms and school supplies for the less fortunate/disadvantaged students* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Erwin Craighead Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Maryvale Elementary School, from District 3 Discretionary Funds (10041020 42080); and*

WHEREAS, *Maryvale Elementary School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Maryvale Elementary School, will be used to assist with restocking of the school's supply closet with uniforms and school supplies for the less fortunate/disadvantaged students* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Maryvale Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small* wishes to appropriate **\$1,500.00** to ***Morningside Elementary School***, from **District 3 Discretionary Funds (10041020 42080)**; and

WHEREAS, ***Morningside Elementary School***, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 ***Morningside Elementary School***, *will be used to assist with restocking of the school's supply closet with uniforms and school supplies for the less fortunate/disadvantaged students* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Morningside Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,000.00 to **Palmer Pillans Middle School**, from District 3 Discretionary Funds (10041020 42080); and*

WHEREAS, ***Palmer Pillans Middle School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 ***Palmer Pillans School**, will be used to assist with restocking of the school's supply closet with uniforms and school supplies for the less fortunate/disadvantaged students* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to **Palmer Pillans Middle School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00 to **University of South Alabama Jag Girls***, from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, **University of South Alabama Jag Girls**, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to **University of South Alabama Jag Girls**, will be used to *assist with this year's Sports Social to be held on August 19, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to University of South Alabama Jag Girls**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Carter Street be given the honorary name of "Honorary Mrs. Wanda Nodd-Dailey Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Carver Avenue be given the honorary name of "Honorary Mrs. Ella Marie Ervin Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Jessie Street be given the honorary name of "Honorary Mrs. Leevones Fisher Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Railroad Street be given the honorary name of "Honorary Margreat Ann Mixon Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Third Avenue be given the honorary name of "Honorary Mrs. Pearlie Mae Watson Way".

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Roach Street be given the honorary name of "Honorary Salome "Sweet" Wiley Way".

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5449

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Dauphin Island Parkway - South Brookley School Demolition

CAPITAL PROJECT #: C0855 (20002000-48010)

CONTRACT AMOUNT: \$347,840.00 DATE OF
RECEIPT: _____ ARCHITECTURAL

ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Demolition of the South Brookley School building in preparation for new Community Center on Dauphin Island Parkway.

VENDOR

NAME: Bienville Construction Services, LLC VENDOR
NUMBER: 299856

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/22/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Bienville Construction Services, LLC

Project Name: CIP Dauphin Island Parkway -
South Brookley School Demolition

Project Number: PR-002-24

Amount: \$347,840.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Dauphin Island Parkway - South Brookley School Demolition

CAPITAL PROJECT #: C0855 (20002000-48010)

CONTRACT AMOUNT: \$347,840.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Demolition of the South Brookley School building in preparation for new Community Center on Dauphin Island Parkway.

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/22/2025

AIA® Document A101® – 2017

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

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

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

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

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

Bienville Construction Services, LLC
250 N. Jackson St #2
Mobile AL 36603
City of Mobile Business License Number: 117291
Secretary of State Registration Number: 000-838-740

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

Dauphin Island Parkway - South Brookley School Demolition
1600 Boykin Boulevard
Mobile, Alabama 36605
PR-002-24
Demolition of Buildings A, C, D, and the shed.

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

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.

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

§ 3.3 Substantial Completion

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

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

☒ [X] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Forty Seven Thousand Eight Hundred Forty and 00/100 (\$347,840.00), subject to additions and deductions as provided in the Contract Documents.

BID ITEM NO. 1001: \$20,000.00
BID ITEM NO. 1002: \$ 35,032.00
BID ITEM NO. 1003: \$9,799.00
BID ITEM NO. 1004: \$25,914.00
BID ITEM NO. 1005: \$2,092.00
BID ITEM NO. 1006: \$5,000.00
BID ITEM NO. 1007: \$2,500.00
BID ITEM NO. 1008: \$1,500.00
BID ITEM NO. 1009: \$3,500.00
BID ITEM NO. 1011: \$15,000.00
BID ITEM NO. 1012: \$7,503.00
Contingency Allowance: \$20,000.00
AMC Contingency Allowance: \$200,000.00
Total Bid: \$347,840.00

Total Contract Sum: \$347,840.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Twenty Thousand and 00/100 (\$ 20,000.00)

AMC Contingency Allowance: Two Hundred Thousand and 00/100 (\$ 200,000.00)

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.

(Table deleted)

F. All allowance draws require a change order signed by City and unused balances must use a deductive change order

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
UNIT PRICE NO. 1007	LF	\$8.00
UNIT PRICE NO. 1008	AC	\$3,000.00
UNIT PRICE NO. 1009	AC	\$6,000.00
UNIT PRICE NO. 1011	SY	\$125.00
UNIT PRICE NO. 1012	SY	\$125.00

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§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.6.4 Before first pay application may be submitted, a superintendent, project manager or other representative of the firm that will be working on the project must complete a City-Provided e-Builder training course per Article 10 Use Of City Project Management Software (E-Builder).

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

• Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bienville Construction Services, LLC has completed the contract for Dauphin Island Parkway - South Brookley School Demolition 1600 Boykin Boulevard Mobile, Alabama 36605 PR-002-24. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

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ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Phillip DeKeyser
250 N Jackson St. #2
Mobile AL, 36603
phillip@bienvillecs.com
251-220-4406

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and

- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and Property Damage | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property Damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |

- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage. Must follow-form

- .9 Builder's Risk Coverage (Property Insurance): ~~The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.~~

No BUILDER'S RISK POLY INCLUDED. 7.7.2025

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

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

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

Init.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
Sheet 1	ALTA/NSPS Land Title Survey	May 21, 2025
Sheet 2	ALTA/NSPS Land Title Survey	May 21, 2025
C1.0	DEMO SITE PLAN	May 21, 2025
C2.0	BMP DETAILS	May 21, 2025

- .4 Specifications

Section	Title	Date
DIVISION 01	GENERAL	May 21, 2025
01100	Definition of Bid Items	May 21, 2025
01 11 00	Summary of Work	May 21, 2025
01 21 00	Allowances	May 21, 2025
01 29 00	Payment Procedures	May 21, 2025
01 31 13	Project Coordination & Schedule	May 21, 2025
01 31 19	Project Meetings	May 21, 2025
01 33 00	Submittals	May 21, 2025
01 35 43	Environmental Procedures	May 21, 2025
01 50 00	Mobilization and Demobilization	May 21, 2025
01 70 00	Contract Closeout	May 21, 2025
DIVISION 02	SITEWORK	May 21, 2025
02 22 40	Fill and Backfill	May 21, 2025
02 41 00	Demolition	May 21, 2025
02 53 00	Topsoil	May 21, 2025
DIVISION 31	EARTHWORK	May 21, 2025
31 00 00	Earthwork	May 21, 2025
31 23 23	Flowable Fill	May 21, 2025
31 25 00	Soil Erosion and Sediment Control	May 21, 2025
DIVISION 32	EXTERIOR IMPROVEMENTS	May 21, 2025
32 31 13	Fencing	May 21, 2025
32 91 13	Ground Prep and Vegetation Establishment	May 21, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	May 28, 2025
Addendum 2	May 29, 2025
Addendum 3	June 4, 2025
Addendum 4	June 7, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018

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

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

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally

contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Bienville Construction Services, LLC

OWNER (Signature)

(Rows deleted)

William S. Stimpson, Mayor

(Printed name and title)

CONTRACTOR (By Signature)

Phillip DeKeyser, Owner

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Phillip DeKeyser as Owner of Bienville Construction Services, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 7th day of July, 20 25.

NOTARY PUBLIC

My Commission Expires: 8/26/26

Init.

Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$ 347,840.00

Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:

(Name and location)

Dauphin Island Parkway - South Brookley School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 -
PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 347,840.00

Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Bienville Construction Services, LLC

Signature:

Name
and Title:


Philip P. DeKeyser
Owner

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:

Name

and Title:


Brittany Manna

Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:

(Name and location)

Dauphin Island Parkway - South Brooke School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 -
PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Bienville Construction Services, LLC

Signature:

Name
and Title:


Philip DeKeyser
Owner

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:

Name
and Title:


Brittany Manna
Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work. .

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint **Brittany Manna**

8053942

Bicville Construction Services, LLC

City of Mobile

of Michael A. Ito, Senior Vice President Surety, its true and lawful Attorney-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022

RESOLVED that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereon the seal of the Company

FURTHER RESOLVED that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically, digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic, digital or facsimile signatures or electronic, digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company



By

Michael A. Ito, Senior Vice President Surety

By

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of January, 2025

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 1st day of January, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



M. Kenney
M Kenney, Notary Public

I Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____



Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



June 30, 2025

Phillip DeKeyser
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

Re: Bond Number: 8053942
 Obligee: City of Mobile
 Project: Dauphin Island Parkway- South Brookey School Demolition

Dear Phillip,

We have executed and hereby enclosed one (1) set of Performance & Payment Bonds and Power of Attorney's for the referenced project.

Please note that these Bonds and Power of Attorney's are presently undated. These bond documents should be dated with the *same* date or after the agreement between the Owner, City of Mobile and Bienville Construction Services. The Owner or Owner's representative has our permission to date these Bond documents.

Please advise us of this date as soon as possible.

If you have any questions, or if our office can provide any other documents, please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Brittany Manna". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Brittany Manna
Senior Surety Account Manager

Enclosures



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: Arctique.kidd@cityofmobile.org
251.208.7887
205 Government Street, 5th Floor

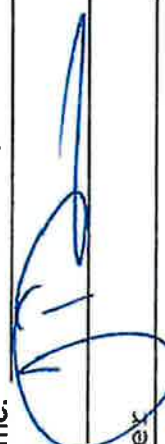
Section I. Information about your company

FORM 1: Background and Plan

Company	Bienville Construction Services, LLC
Address	
Telephone	250 N Jackson St. #2 Mobile AL, 36603
E-Mail	251-220-4406 josh@bienvilles.com

RFP/RFQ Solicitation Number	PR-002-24
Project Description	DIP Community Center South Brookley School Demolition
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	7

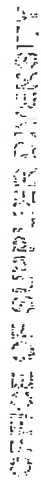
Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Dindo
Signature:  Date: 06/11/2025
Title: Owner

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Phillip DeKeyser Title: Owner
Email: phillip@bienvilles.com Phone: 251-220-4406
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Bienville Construction Services, LLC

Please Print Company _____ Your Bid/Proposal Amount \$ 347,840.00

Date:

Description	
6	11 / 2025

Name of Bidder/Proposer: TOSHUA D, NDOO

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: Bienville Construction Services, LLC

Contact Person: Phillip DeKeyser

Phone 251-220-4406

Email phillip@bienvilles.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.
Yes		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
Yes		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.
Yes		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.
Yes		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.)
Yes	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

Yes		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
Yes		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.
Yes		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.

SELF PERFORMING MAJORITY OF WORK

____ 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. _____



Alabama Secretary of State



Bienville Construction Services, L L C	
Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2642494

Approved by:

Employer Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	Title
Signature Electronically Signed	Date 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2025



Company ID Number: 2642494

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



BIENCON-02

ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Crystal Kent		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: crystal@thamesbatre.com		
INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Monroe Guaranty Insurance Company		32506
	INSURER B : Safety National Casualty Corp.		15105
	INSURER C : Underwriters at Lloyd's,		
	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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CPP100099779	3/16/2025	3/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 EMPLOYMENT PRAC \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB100099780	3/16/2025	3/16/2026	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) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SP4067497	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			ANE4815294.25	5/5/2025	5/5/2026	E&O \$ 1,000,000
A	Equipment Floater			CPP100099779	3/16/2025	3/16/2026	Deductible \$2,500 \$ 100,000

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

Project #PR-002-24: Dauphin Island Parkway - South Brookley School Demolition

Workers Compensation is through Alabama Home Builders Self Insurers Fund

Policy Number: 38138-00

Policy Term: 01/01/2025 - 01/01/2026

Limits: \$1,000,000

Officers Josh Dindo & Phillip Dekeyser are excluded from coverage.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile	
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:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:

Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:

Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  State Farm Heath Parker State Farm 4550 Spring Hill Ave Mobile AL 36608		CONTACT NAME: Haleigh Joyner PHONE (A/C, No, Ext): 251-344-5876 E-MAIL ADDRESS: haleigh.k.joyner.y16i@statefarm.com FAX (A/C, No): 251-344-5871	
INSURED Bienville Construction Services LLC 250 N Jackson St Unit 2 Mobile AL 36603		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25178	

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	485 8751-E22-01	05/22/2025	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Dauphin Island Parkway - South Brookley School Demolition
Project Number: PR-002-24

City of Mobile is included as an additional insured in respect to automobile liability. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to automobile liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827

Mobile

AL 36633-1827

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

AUTHORIZED REPRESENTATIVE



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CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

C#5452

PROJECT NAME: **CIP MFRD NEW FIRE STATION #19**

CAPITAL PROJECT #: **C0915 (20002000-48010)**

CONTRACT AMOUNT: **\$4,490,000.00** DATE OF
RECEIPT: **7/23/2025**

ARCHITECTURAL ENGINEERING PROJECT #: **FD-032-24**

PROJECT DESCRIPTION: **Construct a new 3 bay fire station with associated support spaces**

VENDOR NAME: **Harris Contracting Services**

VENDOR NUMBER: **293714**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL
ENGINEERING**

CONTRACT ADMINISTRATOR: **Carleen Stout (Director of REAM)**

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate_____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/23/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

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

Name of Company: Harris Contracting Services

Project Name: CIP MFRD NEW FIRE STATION #19

Project Number: FD-032-24

Amount: \$4,490,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP MFRD NEW FIRE STATION #19**

CAPITAL PROJECT #: **C0915 (20002000-48010)**

CONTRACT AMOUNT: **\$4,490,000.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **FD-032-24**

PROJECT DESCRIPTION: **Construct a new 3 bay fire station with associated support spaces**

VENDOR NAME: **Harris Contracting Services**

VENDOR NUMBER: **293714**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **Carleen Stout (Director of REAM)**

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **07/23/2025**

AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year 2025

BETWEEN the Owner:

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

and the Contractor:

Harris Contracting Services
5413 Lott Rd
Eight Mile, Alabama 36613
City of Mobile Business License Number:
Secretary of State Registration Number: 2200913

for the following Project:

City of Mobile Fire Station No. 19
1309 Azalea Road
Mobile, Alabama 36693
Project Number FD-032-24 (C0915)

Scope: Construct a new 3 bay fire station with associated support spaces.

The Architect:

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

§ 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:

☒ [X] Not later than Four Hundred Twenty-Five (425) calendar days from the date of commencement of the Work.

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million, Four Hundred Ninety Thousand and 00/100 (\$ 4,490,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$4,325,000.00
Allowances:	\$135,000.00
Total Bid:	\$4,460,000.00

Alternate: \$30,000.00
Total Contract Sum: \$4,490,000.00

§ 4.2 Alternates

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

<u>Item</u>	<u>Price</u>
1. 150 LF Cured-in-place pipe lining	\$30,000.00

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

<u>Item</u>	<u>Price</u>
1. Security Cameras, Access Control, and Altering Allowance	\$110,000.00
2. Tree and Shrub Allowance	\$25,000.00

- 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 procurement of 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:

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
None		

§ 4.5 Liquidated damages, if any:

A time charge equal to Six Hundred Fifty and 00/100 Dollars (\$650.00) 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.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 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:

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.

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that <contractor name> has completed the contract for <project number, project name, project address> 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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision

Maker.

Volkert, Inc., Program Manager

§ 6.2 Binding Dispute Resolution

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

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 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:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Brian Harris, President
5413 Lott Rd
Eight Mile, Alabama

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.
- .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
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
 - D. Damage to Rented Premises \$1,000,000 each occurrence
- .4 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.
- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and

Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and must follow-form
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- | | | |
|----|--|--|
| A. | The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project. | |
| B. | Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. | |
| C. | If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value. | |
| D. | This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence. | |
| E. | A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value. | |
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price

exceeds \$50,000.00.

.13 "In Rem" endorsement.

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

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

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

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

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

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

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

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

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

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6 Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 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.
- .3 Drawings - As provided in the Mobile Fire Station No. 19 Plan Set and Project Manual dated February 28, 2025 and Addenda 1 through 6.
- .4 Specifications - As provided in the Mobile Fire Station No. 19 Plan Set and Project Manual dated February 28, 2025 and Addenda 1 through 6.
- .5 Addenda:

Number	Date
1	June 16, 2025.
2	June 26, 2025.
3	June 30, 2025.
4	July 1, 2025.
5	July 9, 2025
6	July 14, 2025.

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

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			
§ 9.2.1	Other documents, if any, listed below:		
	None		
§ 9.2.2	Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.		
§ 9.2.3	Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, <i>inter alia</i> , 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.		

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

- § 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Brian Harris, President

(Printed name and title)

ATTEST:

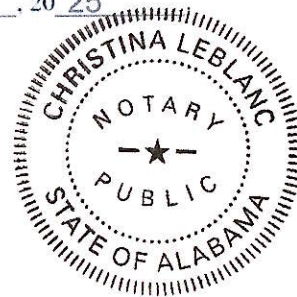
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Brian Harris as President of Harris Contracting Services** 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 22 day of July, 20 25

[Signature]
NOTARY PUBLIC
My Commission Expires: 04/07/27





AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

MOBILE FIRE STATION NO. 19
1309 Azalea Road
Mobile, Alabama 36693
Project Number FD-032-24 (C0915)

THE OWNER:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:

(Name, legal status and address)

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed a combined aggregate (15%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) including lower tier subcontractor's markups and mark-up on General Contractor's direct cost (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.4 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.5 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

§ ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of termination.

§ ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim**, that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.



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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 Harris Contracting Services, Inc. (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.



Company ID Number: 896028



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.



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



Company ID Number: 896028

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 896028



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: 896028

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brian E Harris
Phone Number	2513773132
Fax	
Email	brian@harriscontractingservices.com



Company ID Number: 896028



This list represents the first 20 Program Administrators listed for this company.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsible. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

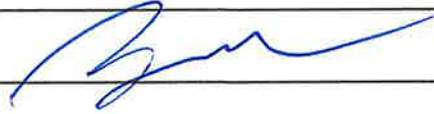
Section I. Information about your company

Company	Harris Contracting Services
Address	5413 Lott Rd Eight Mile, AL 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	Fire Station Building
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ Vets ☒
	Total #of Employees <u>25</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris  Date: 07/01/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

E-mail: brian@harriscontractingservices.com Phone: 251-377-3132



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ 4,325,000.00 Date: 07 / 01 / 25

Description Fire Station Building

Name of Bidder/Proposer: Harris Contracting Services

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

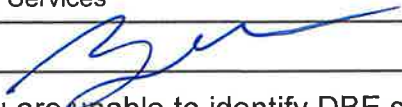
Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
HCL Asphalt	251-375-1128	Asphalt/Striping	60,000	1%	Yes	
Evan and Company	251-633-6840	Erosion Control/seed/hay	10,000		Yes	
Cosatal Concrete	251-634-2400	Concrete	350,000	8%	Yes	
BeeBee	251-943-8166	Termite Control	5,000		Yes	
Superior Masonry	251-452-1361	Brick Work	303,000	7%	Yes	
Structure Rec	205-368-9278	Tables, Furniture	106,000	1.5%	Yes	
GC Spec-L57		Bathroom Access	60,000	1%		



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services

Contact Person: Brian Harris  Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course ("Golf Course") to include design and construction projects.

Amount of Contract:

\$200,000.00

Funding Source

Capital Projects

ATTACHMENTS:

1. Resolution.Intergovernmental - Cypress Creek Golf Course
2. Intergovernmental Agreement between MCC and City for Cypress Creek Golf Course
3. Capital Summary Sheet - Cypress Creek Golf Course

REVIEWERS:

Trevor Luenser
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

ADOPTED: _____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR IMPROVEMENTS TO CYPRESS CREEK GOLF COURSE

WHEREAS, Mobile County, Alabama, a body corporate, politic, and a political subdivision of the State of Alabama, pursuant to the Constitution and the laws of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation, organized pursuant to the laws of the State of Alabama, acting by and through its duly authorized Mayor (“City”), enter into this Intergovernmental Agreement for the purposes stated below.

WHEREAS, the County and the City are authorized expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements and the County and the City wish to agree to facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course (“Golf Course”) to include design and construction elements; and

WHEREAS, the City also wishes to provide support and funding as to the County’s efforts and services toward the public Golf Course; and

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

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

1. That the City shall appropriate to the County the sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) (“Funds”) for which the County shall utilize the Funds solely toward the design and construction of the Golf Course. These appropriation funds shall supplement and not supplant any contribution from the County.

2. That the funds, the amount as referenced in paragraph hereinabove, shall be distributed in a single payment by the City to the County upon joint execution of this Agreement.

3. That the Parties agree the County and City will be appropriately and proportionately represented as contributors/sponsors of the improvements to the Golf Course in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Golf Course is promoted.

4. Any notice to be given hereunder shall be in writing and addressed as follows and delivered via the United States Postal Service, hand delivery, overnight courier or email:

To the County:

E. Edwin Kerr, County Administrator
Mobile County Commission
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644
Eddie.kerr@mobilecountyal.gov

With a copy to:

Jay M. Ross, County Attorney
Mobile County Commission
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644
Jay.ross@arlaw.com

To the City:

William S. Stimpson, Mayor
City of Mobile
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36602

With a copy to:

Lisa Lambert, City Clerk
City of Mobile
Ninth Floor, South Tower
205 Government Street
Mobile, Alabama 36602

5. No amendment shall be effective unless in writing and signed by authorized representatives of both Parties.

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

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cypress Creek Golf Course Improvement

CAPITAL PROJECT # C1039 DATE OF RECEIPT _____

DEPT. PROJECT # _____

PROJECT DESCRIPTION upgrades and/or improvements to the

Cypress Creek Golf Course

CONTRACT AMOUNT \$ 200,000.00

VENDOR NAME Mobile County

VENDOR NUMBER 293992

DEPT # _____ DEPT NAME Capital Improvement Project

CONTRACT ADMINISTRATOR Jasmine Washington

Please Select by circling one (Type):

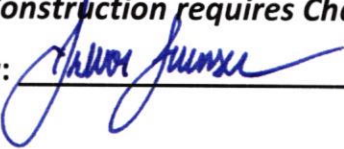
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by:  Date 7/24/2025

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

To reallocate various Capital Projects, totaling \$670,936.14, in the Convention Center Fund (6080) to Capital Project C1036 Convention Center Capital. (See Attached)



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate various Capital Projects, totaling \$670,936.14, in the Convention Center Fund (6080) to Capital Project C1036 Convention Center Capital. (See Attached)

Amount of Contract:

N/A

Funding Source

Convention Center Funds (Fund 6080)

ATTACHMENTS:

1. RESOLUTION-CONV CTR TRANSFER from Multiple Projects

REVIEWERS:

Relya Mallory
Tiffany Hollins
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$670,936.14 in the Convention Center Fund (Fund 6080) in the following Capital Projects be reallocated to C1036 Convention Center Capital.

C0261	Conv Center Equipment	493,493.58
C0577	Conv Center Exterior Painting	16,437.64
C0584	Conv Center Replace Marquee	161,004.92

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

To streamline the number of projects by transferring \$294,119.04 from various Convention Center related projects in the Capital Improvement Fund (Fund 2000) to C1036 Convention Center Capital.



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To streamline the number of projects by transferring \$294,119.04 from various Convention Center related projects in the Capital Improvement Fund (Fund 2000) to C1036 Convention Center Capital.

Amount of Contract:

N/A

Funding Source

Capital Improvement Fund (Fund 2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER from Multiple Projects

REVIEWERS:

Relya Mallory
Tiffany Hollins
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$294,119.04 in the Capital Improvement Fund (Fund 2000) in the following Capital Projects be reallocated to C1036 Convention Center Capital.

C0261	Conv Center Equipment	54,702.29
C0894	Conv Center Sheetrock Repairs	59,200.00
C1010	2025 LED Streetlights Conversion	20,256.75
F717-001	Conv Center Mechanical Improv	159,960.00

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

To reallocate \$174,318.13 from Capital Project E0041 Equipment Civic Center in the Capital Improvement Fund (Fund 2000) to Capital Project #C0690 Civic Center Improvements Master Plan.



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate \$174,318.13 from Capital Project E0041 Equipment Civic Center in the Capital Improvement Fund (Fund 2000) to Capital Project #C0690 Civic Center Improvements Master Plan to streamline the number of Civic Center related Capital Projects.

Amount of Contract:

N/A

Funding Source

Capital Improvements Fund (2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER to Civic Center

REVIEWERS:

Relya Mallory
Tiffany Hollins
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$174,318.13 be reallocated in the Capital Improvement Fund (Fund 2000) from Capital Project **E0041 Equipment Civic Center** to Capital Project #C0690 Civic Center Improvements Master Plan.

This is a housekeeping measure to streamline/reduce the number of Civic Center related Capital Projects.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

c# 5435

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Melton Fire Station Building Envelope & Hvac Improvements

CAPITAL PROJECT #: F317-001 (20002000-48010)

CONTRACT AMOUNT: \$191,131.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-057-24

PROJECT DESCRIPTION: To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction**** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

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

X or

If different, indicate special
rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **07/01/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

Amount of Contract:

\$191,131.00

Funding Source

F317-001: MELTON FIRE STATION HVAC UPGRADES (20002000-48010)

ATTACHMENTS:

1. FD-057-24_ConPack

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Bienville Construction Services, LLC

Project Name: Melton Fire Station
Building Envelope & Hvac Improvements

Project Number: FD-057-24

Amount: \$191,131.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Melton Fire Station Building Envelope & Hvac Improvements

CAPITAL PROJECT #: F317-001 (20002000-48010)

CONTRACT AMOUNT: \$191,131.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-057-24

PROJECT DESCRIPTION: To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 07/01/2025

AIA® Document A101® – 2017

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

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

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

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
P.O. Box 1827
Mobile, Alabama 36633-1827
Contact: David M. Cordingly

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

BIENVILLE CONSTRUCTION SERVICES, LLC
250 North Jackson Street, Unit 2
Mobile, Alabama 36602
Alabama General Contractor Number: 56775
City of Mobile Business License Number: 117291
Secretary of State Registration Number: 000-838-740

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

MELTON FIRE STATION
BUILDING ENVELOPE & HVAC IMPROVEMENTS
57 S Lafayette Street
Mobile, Alabama 36604
City of Mobile Project No.: FD-057-24
To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation.

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

WATERMARK DESIGN GROUP, LLC
2970 Cottage Hill Road, Suite 200
Mobile, Alabama 36606
Contact: John "Sandy" McArthur, III

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

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

§ 3.3 Substantial Completion

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

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

☒ [X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

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User Notes:

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$171,131.00

Contingency Allowance: \$ 20,000.00

Total Bid: \$191,131.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

(Row deleted)

Contingency Allowance	\$20,000.00
-----------------------	-------------

Contingency Allowance:

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that BIENVILLE CONSTRUCTION SERVICES, LLC has completed the contract for MELTON FIRE STATION BUILDING ENVELOPE & HVAC IMPROVEMENTS (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

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(1886339378)

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Phillip DeKeyser, Co-Owner
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, Alabama 36602
(251) 220-4406
Email: phillip@bienvillecs.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,
- .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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- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
D.	Damage to Rented Premises	\$1,000,000 each occurrence

- .6 Such comprehensive policy shall include the following:

- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property Damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.

- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property damage	\$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	\$1,000,000 combined single limit

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on

a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

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

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has

been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings
See Exhibit "B", List of Drawings and Specifications
(Table deleted)
(Paragraph deleted)

.4 Specifications
See Exhibit "B", List of Drawings and Specifications
(Table deleted)

.5 Addenda, if any:

Number	Date
Addendum #1	04/25/2025
Addendum #2	04/30/2025
Addendum #3	05/05/2025

(Paragraphs deleted)

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.

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2 Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

(Paragraph deleted)

§ 9.2.1 Other documents, if any, listed below:

(Paragraphs 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.)

- Exhibit A – Scope of Work
- Exhibit B – List of Drawings and Specifications
- Exhibit C – Contractor's Bid Proposal Packet
- Exhibit D – Consultant's Award Recommendation

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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Init.

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User Notes:

(1886339378)

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Bienville Construction Services, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Phillip DeKeyser, Co-Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Phillip DeKeyser as Co-Owner of Bienville Construction Services, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 2ND day of JUNE, 20 25.

NOTARY PUBLIC

My Commission Expires: 8-26-26

Init.

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User Notes:

AIA A101 STANDARD FORM OF AGREEMENT

EXHIBIT A – SCOPE OF WORK



Basic Services:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation at the City of Mobile Melton Fire Station, located at 57 S Lafayette Street, Mobile, AL 36604.

Work includes, but is not limited to, the following:

- Assessment of the existing conditions, floor plan, and requirements of conditioning
- Prepare all permitting documents and acquire all permits required for construction (fees will be paid by the City)
- Demolition of existing ceiling on the first floor.
- Installation of new insulation at underside of second floor metal deck.
- Prep and paint existing structural members including joists and beams.
- Remove and install new insulation at existing ductwork.
- Installation of cement board ceiling at underside of wood trussed rafters.
- Rework of existing shower stall on the second floor.
- Remove existing cast iron sanitary lines and installation of new PVC lines.
- Remove existing pipe insulation full length from outside unit to inside unit and installation of new pipe insulation and exterior stainless steel protective jacket.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.



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

Section I. Information about your company

FORM 1: Background and Plan

Company	Bienville Construction Services, LLC
Address	250 N. Jackson St. #2 Mobile, AL 36603
Telephone	251.220.4406
E-Mail	phillip@bienvilllecs.com

RFP/RFQ Solicitation Number	FD-057-24
Project Description	Melton Fire Stations Building Envelope and HVAC Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>4</u> Female <u>3</u> Minority _____ Non-minority _____ Vets _____
Total #of Employees <u>7</u>	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Phillip DeKeyser

Signature: [Signature] Date: May 6, 2025

Title: Co-Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Phillip DeKeyser Title: Co-Owner

E-mail: phillip@bienvilllecs.com



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

FORM 1: Background and Plan

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/RFC/Bid # ED-057-24 Your Bid/Proposal Amount \$ 191,131

Date: 05 / 07 / 2025

Description	Amount
Melton Fire Station Building Envelope and HVAC Improvements	1,000,000

Name of Bidder/Proposer: Bienville Construction Services

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: Bienville Construction Services, LLC

Contact Person: Phillip DeKeyser Phone 251.220.4406 Email phillip@bienvilllecs.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
Yes		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Yes		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
Yes		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.
Yes		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.
	No	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	No	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.
Yes		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

Yes	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
Yes	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.
Yes	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.
Yes	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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. Reached out to City of Mobile employees
Emailed Plans & Specifications to entire list of DBEs supplied via Addendum 2

Suggestions or comments to improve this program. Provide A Local Database in lieu of Entire State Database



May 30, 2025

Phillip DeKeyser

Re: Bond Number: 8053937
 Obligee: City of Mobile
 Project: Melton Fire Station

Dear Phillip,

We have executed and hereby enclosed four (4) Performance & Payment Bonds and Power of Attorney's for the referenced project.

Please note that these Bonds and Power of Attorney's are presently undated. These bond documents should be dated with the *same* date or after the agreement between the Owner, City of Mobile and Bienville Construction Services. The Owner or Owner's representative has our permission to date these Bond documents.

Please advise us of this date as soon as possible.

If you have any questions, or if our office can provide any other documents, please let us know.

Sincerely,


Felisa H. Vaughan
Surety Account Manager II

Enclosures

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, BIENVILLE CONSTRUCTION SERVICES, LLC, hereinafter called the Principal, and Amerisure Mutual Insurance Company, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Melton Fire Station Building Envelope & HVAC Improvements (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein. **NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: Bienville Construction Services, LLC
(Corporate Seal)

By: 
(Signature)
Name and Title: PHILLIP DEKEYSER
CO-OWNER

SURETY
Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: 
(Signature)
Name and Title: Felisa H. Vaughan, Attorney-in-Fact



Resident Agent: 
(Signature)

Name and Title: Mark W. Edwards, II
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: 205-581-9427

Owner's Representative: Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454



Performance Bond



AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8053937

Bienville Construction Services, LLC

City of Mobile Architectural Engineering Department

of McGriff, a Marsh & McLennan Agency, LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 2025.

Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer



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, BIENVILLE CONSTRUCTION SERVICES, LLC, as Principal, and Amerisure Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Melton Fire Station Building Envelope & HVAC Improvements (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604, 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 Felisa H. Vaughan, Attorney-In-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: Bienville Construction Services, LLC
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: Phillip DeKeyser CO-OWNER

Resident Agent: [Signature]
(Signature)

Name and Title: Mark W. Edwards, II
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: 205-581-9427

SURETY
Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: Felisa H. Vaughan, Attorney-in-Fact

Owner's Representative: Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454



Labor and Material Payment Bond

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8053937

Bienville Construction Services, LLC

City of Mobile Architectural Engineering Department

of McGriff, a Marsh & McLennan Agency LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 2025.

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



Company ID Number: 2642494

Approved by:

Employer Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	Title
Signature Electronically Signed	Date 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2025



Company ID Number: 2642494

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



Bienville Construction Services, L.L.C	
Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



BIENCON-02

NTHIBODEAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Noralyn Thibodeau, CISR	
	PHONE (A/C, No, Ext): (251) 643-7036	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: noralyn@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Monroe Guaranty Insurance Company	32506
INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602	INSURER B : Safety National Casualty Corp.	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	CPP100099779	3/16/2025	3/16/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							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
							EMPLOYMENT PRAC \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB100099780	3/16/2025	3/16/2026	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) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SP4067497	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: FD-057-24: Melton Fire Station Building Envelope & HVAC Improvements

Workers Compensation is through Alabama Home Builders Self Insurers Fund

Policy Number: 38138-00

Policy Term: 01/01/2025 - 01/01/2026

Limits: \$1,000,000

Officers Josh Dindo & Phillip Dekeyser are excluded from coverage.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile	
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:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:

Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:

Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

As stated above: City of Mobile is included as an Additional Insured in respect to General 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 the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation/Employer's Liability. Thirty Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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PRODUCER  Heath Parker State Farm 4550 Spring Hill Ave Mobile AL 36608	CONTACT NAME: Haleigh Joyner PHONE (A/C, No, Ext): 251-344-5876 FAX (A/C, No): 251-344-5871 E-MAIL ADDRESS: haleigh.k.joyner.y16i@statefarm.com
INSURED Bienville Construction Services LLC 250 N Jackson St Unit 2 Mobile AL 36603	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25178

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	01-2207	05/22/2025	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

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

Project Name: Melton Fire Station Building Envelope & HVAC Improvements Project Award Recommendation
Project Number: FD-057-24

City of Mobile is included as an additional insured in respect to automobile liability. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to automobile liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CAPITAL CONTRACT SUMMARY SHEET

C #5448

CAPITAL CONTRACT SUMMARY SHEET
(2 COPIES REQUIRED)

PROJECT NAME: **City of Mobile Animal Services Facility**

CAPITAL PROJECT #: C1035 (20002000-42200) .

CONTRACT AMOUNT: \$430,632.00 DATE OF RECEIPT:

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-
22

PROJECT DESCRIPTION: To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

VENDOR NAME: Cummings Architecture Corporation

VENDOR
NUMBER: 298216

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Service

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: **Emma Dean** – Office Assistant I Date: **7/17/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Joel Daves, Councilmember

Purpose and Scope of Project:

To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

Amount of Contract:

\$430,632.00

Funding Source

C1035 ANIMAL SHELTER I-65 SERVICE RD. (20002000-42200)

ATTACHMENTS:

1. Cummings Architecture Contract, Project BG-054-22 (C1035) - signed

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

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

Name of Company: Cummings Architecture Corporation

Project Name: City of Mobile Animal Services Facility

Project Number: BG-054-22

Amount: \$430,632.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: **City of Mobile Animal Services Facility**CAPITAL PROJECT #: C1035 (20002000-42200).CONTRACT AMOUNT: \$430,632.00 DATE OF RECEIPT: _____ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

PROJECT DESCRIPTION: To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

VENDOR NAME: Cummings Architecture CorporationVENDOR NUMBER: 298216DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERINGCONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 7/21/2025

 AIA® Document B101® – 2017***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the day of in the year 2025

BETWEEN the Architect's client identified as the Owner:

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

and the Architect:

Cummings Architecture Corporation
One Houston Street
Mobile, Alabama 36606
City of Mobile Business License No.44734
Secretary of State Registration No. 4300

for the following Project:

City of Mobile Animal Services Facility
1668 W I-65 Service Road S
Mobile, Alabama
Project number BG-054-22 (C1035)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 § 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: City of Mobile Animal Services Facility.

§ 1.1.1 The Owner's program for the Project:

As detailed in the Architect's proposal dated July 10, 2025, and included herein as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

As detailed in the Architect's proposal dated July 10, 2025, and included herein as Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's budget for the cost of construction is Eight Million and 00/100 Dollars (\$8,000,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Fifty percent (50%) Design Package – 98 calendar days from the effective date of this Agreement;
One Hundred percent (100%) Design Package – 180 Calendar days from the effective date of this Agreement.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Three Hundred Sixty-Five calendar days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Director, Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Volkert, Inc., Program Manager

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop North
Suite H
Mobile, Alabama

.2 Other, if any:

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Benjamin Cummings
Cumings Architecture Corporation
One Houston Street
Mobile, Alabama
Email; ben@cummings-architecture.com
Phone; 251-433-9600

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including 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

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

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on 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).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 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 to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect

shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services (50% Construction Documents and Cost Estimate)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of

any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services (100% Construction Documents and 90% Cost Estimate)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner during the procurement phase as detailed in Architect's proposal included herein as Exhibit A.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 The Architect shall assist the Owner in bidding the project by answering bidder questions and assisting with Addenda as detailed in Architect's proposal included herein as Exhibit A. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare addenda identifying approved substitutions.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist with administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering

Department and as detailed in Architect's proposal included herein as Exhibit A.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	City
§ 4.1.1.2 Multiple preliminary designs	In accordance with Architect's Proposal
§ 4.1.1.3 Measured drawings	In accordance with Architect's Proposal
§ 4.1.1.4 Existing facilities surveys	City
§ 4.1.1.5 Site evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	In accordance with Architect's Proposal
§ 4.1.1.9 Landscape design	In accordance with Architect's Proposal
§ 4.1.1.10 Architectural interior design	In accordance with Architect's Proposal
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	In accordance with Architect's Proposal
§ 4.1.1.13 On-site project representation	In accordance with Architect's Proposal
§ 4.1.1.14 Conformed documents for construction	In accordance with Architect's Proposal
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	In accordance with Architect's Proposal

§ 4.1.1.22	Security evaluation and planning	City
§ 4.1.1.23	Commissioning	N/A
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	N/A
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Supplemental services indicated above are included in Architect's Specific Services as detailed in Architect's proposal included herein as Exhibit A.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,

- Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction, as required based on progress of the work
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.
- .5 Attend Bi-weekly teleconference progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and/or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation,

prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.3 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.

§ 8.1.4 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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a

suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00 .00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00 .00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

A. Basic Services Stipulated Sum:	\$427,132.00
B. Permitting – Land Disturbance Reimbursable Expenses:	\$0.00
C. Survey Reimbursable Expenses:	\$0.00
D. Geo Technical Engineering:	\$0.00
E. Printing Reimbursable Expenses:	\$3,500.00
A. Total Contract Amount: (not to exceed)	\$430,632.00

.2 Percentage Basis

N/A

.3 Other

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Architect shall be compensated on a monthly progress payment basis for completed work subject to the percentages listed in Section 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development & Construction Documents Phase	Sixty percent (60%)
Procurement Phase	Five percent (5%)
Construction Phase	Twenty percent (20%)
Total Basic Compensation	One hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
Principal Architect	\$250.00
Clerical	\$55.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 calendar days.

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided with any request for reimbursement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- .1 The Architect and the Architect's Consultants shall assist with Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents and the Architect's proposal included herein as Exhibit A.
- .2 Drawings shall be in AutoCad Version 14 or later or other electronic drafting software approved by the Owner.
- .3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.
- .4 Time is of the essence in the performance of this Contract. The Architect specifically agrees that the Contract time will begin on the effective date of the Agreement. Architect also agrees no work will begin prior to such date. All work up to and including the 100% design documents and 90% construction estimate shall be completed within 180 calendar days.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Architect's proposal dated July 10, 2025.
- .3 Architect's Subcontracting Plan.

ARTICLE 14 NON DISCRIMINATION

§ 14.1 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.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 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.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 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

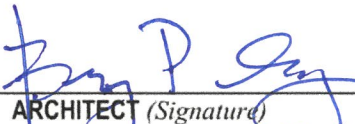
other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)


BENJAMIN P. CUMMINS
(Printed name, title, and license number if required)
ARCHITECT # 4300

ATTEST:

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Benjamin P. Cummings as Officer of Cummings Architecture Corporation 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. Sworn to and subscribed for me this 21st day of July, 2025.

Rachel Lott

NOTARY PUBLIC

My Commission Expires: April 14, 2029

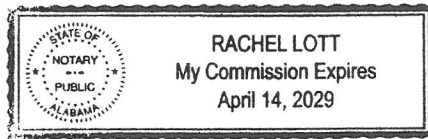


EXHIBIT A

Architect's Proposal



July 10, 2025

TO: Sam Matheny
Volkert, Inc.

RE: **FEE PROPOSAL**
Animal Shelter
1668 W I-65 Service Road S
Mobile, Alabama

SCOPE OF WORK:

The Cummings Architecture Corporation and its consultants will prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

The work to each building or space is as follows:

EXISTING TWO-STORY BUILDING

- **GENERAL:** Remodel the interior of the building. The first floor will receive substantial alterations while the second floor will receive minor alterations. The alterations will be loosely based on a schematic plan prepared by the City of Mobile dated May 1, 2025. A copy of the plan is attached to this proposal. The building will contain an animal intake area, a veterinary clinic, pet adoption areas for cats and puppies, and office space.
- A new fire suppression system (sprinkler system) shall be added to the building.
- The large communication and HVAC units behind the building shall be removed. New interior A/C units shall be provided with the new design.
- The building shall be re-roofed.
- The exterior shall be painted.
- A new set of exterior stairs shall be added.
- Additional doors and windows shall be installed in the exterior walls.
- The front façade shall be altered.
- Equipment such as examination tables and kennels shall be furnished as part of the contractor's scope of work. But furniture such as desks and chairs shall not be included.



LARGE METAL BUILDING

- GENERAL: This building shall be remodeled to serve as kennels. Approximately 112 kennels shall be provided.
- Kennel layout will be based on the layout of the over-budget plans. But kennels will be modular cage units in lieu of masonry walls.
- Sections of the floors will have to be cut out and repoured to make the sloped floors and drains for the kennel cages.
- The building shall be ventilated. Ventilation shall be across the building, meaning that the air intake is on one wall and the exhaust is on the opposite wall.
- Construct a small heated and cooled structure within the building to contain toilets, an office, a work area, and washer and dryer.
- Replace damaged metal siding and replace fiberglass skylights with metal roofing.
- Upgrade insulation at roof and walls.
- Building shall be protected with a fire suppression system.

SITEWORK

- Demolish and completely remove two warehouse buildings.
- Provide permanent structural bracing of the party wall between this property and an adjacent warehouse.
- Remove the exterior loading dock.
- Repair damaged areas of the parking lot.
- Remove the northernmost entrance.
- Rebuild the southernmost entrance.
- Provide a covered walkway between the two buildings.
- Create shaded outdoor fenced areas
- Provide privacy fencing
- Remove some trees to improve visibility of building. Provide simple landscaping.

The architectural and engineering services specifically includes and excludes the items listed in "Summary of Services" below.

SUMMARY OF SERVICES:

INCLUDED:

- Architectural Design and Drawings
- Electrical Design and Drawings
- Mechanical Design and Drawings
- Plumbing Design and Drawings
- Civil Design and drawings
- Fire Protection Performance Specifications



- ALDOT application (Assume service road is governed by ALDO.)
- Structural Design and Drawings
- Landscape design
- Hazardous Material Testing and Abatement Specifications
- Camera and access control design similar to that design in the overbudget plans.
- 3D colored rendering of front façade and outdoor shaded fenced areas.
- Material and color selection
- Equipment selection
- Obtain approval from City of Mobile Building and Engineering Department
- Construction cost estimate (Cost estimate to be prepared when drawings are 50% complete and a second estimate to be prepared when the drawings are 90% complete.)
- Minimal involvement during bidding phase. City (or Volkert) to handle the bidding process and furnish the front-end specifications. (Architect will answer questions and issue addenda as needed.)
- Periodic site visits during construction phase
- Submittal review and pay application review.
- Punch List at end of project completion.

NOT INCLUDED:

- Survey (Architect shall be provided with a current electronic topographic survey.)
- Soil Testing (Not needed for this type of project.)
- ADEM application and monitoring (Assumed not needed and the base fee does not include the services. But if determined to be required then a separate fee is provided. See paragraph labeled ADEM APPLICATION AND MONITORING in separate section below.)
- Sign design (Only signage included in design is restrooms signs and room labels or numbers.)
- Furniture, artwork, and decorating items
- Project Advertisement and Bidding of Project
- Prequalification of contractors
- Computer and data design (But will include infrastructure such as conduit and boxes.)
- Contractor Selection/Negotiations
- Contract preparation
- Any special approvals other than the standard building department plan review and that specifically listed above.
- Elevation Certificates or Flood Development Approvals (Assume not in flood zone.)
- Applications to Planning Commission or Board of Adjustments.
- Approval from state agencies other than that specifically listed above.
- Coordination or negotiations with neighbors that may be impacted by construction
- As-Built Plan Preparation



CLARIFICATIONS:

- The storm water design is based on the aerial photo of 1984
- Specifications will be included in the drawings. (A separate booklet will NOT be provided.)
- The moving or altering of overhead utilities will be handled by others.
- Unknown underground features or utilities or unforeseen conditions that must be moved or altered that require A&E services will be billed as additional services.

FEE PROPOSAL:

Work to be performed for a fee plus reimbursable expenses as listed below.

Architectural and Engineering Services:	\$ 427,132
Reimbursable Expenses Estimate:	\$ 3,500 (estimate)
TOTAL:	\$ 430,632

LIST OF CONSULTANTS:

Below is a list of consultants that will be used on the project. (List subject to change.)

Civil:	Shumer Consulting, LLC
Structural:	Barton & Edgar Engineering
M.E.P.:	CDC Engineers
Landscape:	Espalier
Interior:	Salt
Cost Estimating:	Thomas Cotton
Hazardous Testing:	Hernandez

ADEM APPLICATION AND MONITORING:

The architect and the civil engineer believe that an ADEM application and ADEM inspections will not be required for this project. However, if it is determined that ADEM application and inspections are required then an amendment to the contract will be required to include those services. A breakdown of the additional fees and expenses is listed below.

ADEM application:	\$ 6,000
ADEM application fee:	\$ 1,662
Site visit and report after rain event:	\$ 500/visit

(Please note it is impossible to determine a fixed cost for the site visits, therefore a per site visit cost is provided. The site visits are required after a rain event. The number of rain events during the course of the construction is impossible to determine.)

**ADDITIONAL SERVICES:**

For additional services requested of this firm beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis the following rates shall apply.

Principal:	\$ 250/hr.
Clerical:	\$ 55/hr.
Consultant/Subcontractor:	Fee charged to Architect plus 10%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 10%. Reimbursable expenses include items such as survey, testing, printing and plotting of drawings, plan review fees, application fees, permitting fees, postage, long distance telephone calls, etc.

BILLING METHOD:

No down payment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing. The invoices will be based on Project Phase Percentages as listed below.

PROJECT PHASE PERCENTAGES:

- | | |
|---------------------------|-----|
| • Schematic Design | 15% |
| • Construction Documents | 60% |
| • Bidding and Plan Review | 5% |
| • Construction Phase | 20% |

END OF PROPOSAL:

Signature: _____
Benjamin P. Cummings

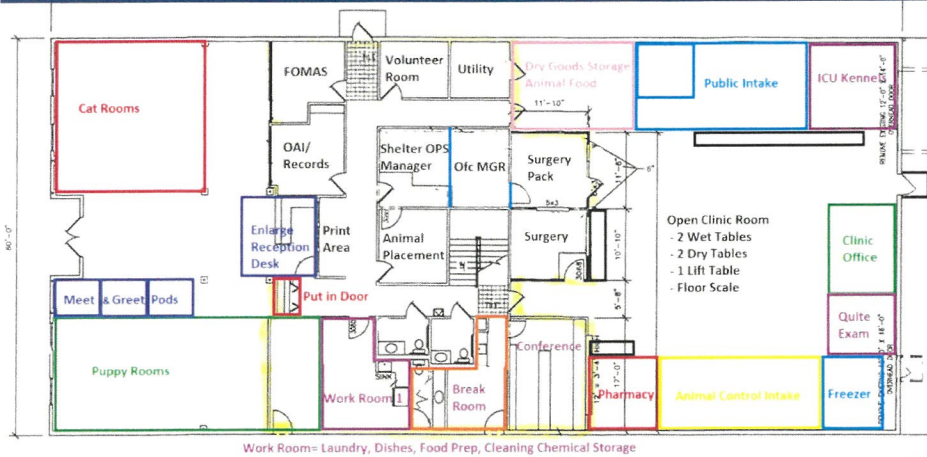
Date: July 10, 2025

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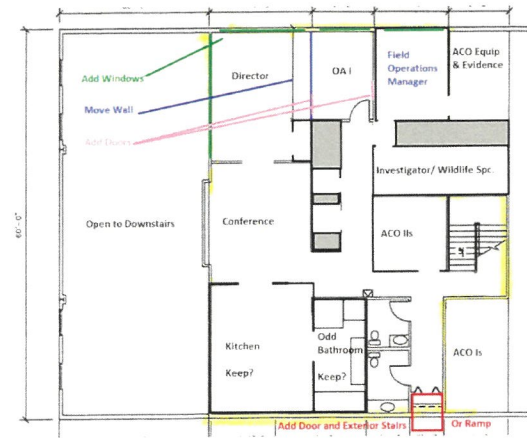
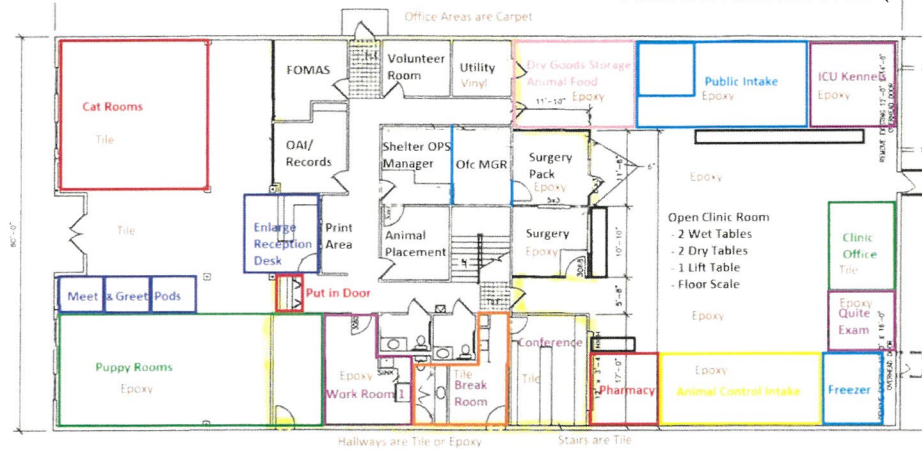
Attachments: Schematic plan prepared by the City of Mobile dated May 1, 2025



Proposed Animal Services Facility (Trinity Christian Center Property) 1668 W I65 Service Road South, Mobile, AL 36693



First Floor Renovated Plan (NTS)



Second Floor Renovated Plan (NTS)



Second Floor Renovated Plan
Includes Flooring(NTS)

Phase 1:

- Renovation of 10,680 S.F. Building for Animal Services
- Demolition of warehouse buildings down to structural steel
- Reroof warehouse buildings, add circular fans
- Proposed Layouts/Spacing provided by Animal Services Director
- Includes flooring preferences for each area in second floor plan of each level

- Main building includes approximately 10,860 SF of conditioned space
- Renovations/updates of Phase 1 should include kennel spaces in at least one of the out buildings due to accessing animals when moving to new space
- Renovations include adding windows, interior and exterior doors, and interior walls
- Epoxy flooring throughout the majority of the first floor
- Work Rooms = Laundry, Dishes, Food Prep, Cleaning Chemical Storage
- Cat Room and Puppy Room to be store front glass/doors on Lobby Side

May 1, 2025



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

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 SBE 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 SBEs certified through the Alabama Unified Certification Program.

If SBE 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 Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. 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 mean 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 SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Cummings Architecture Corporation
Address	One Houston St., Mobile, AL 36606
Telephone	251-433-9600
E-Mail	ben@cummings-architecture.com

RFP/RFQ Solicitation Number	
Project Description	CITY OF MOBILE ANIMAL SHELTER
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ¹ _____ Female ¹ _____ Minority _____ Non-minority _____ SDVO _____ Total number of Employees ² _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Laura Cummings

Signature: *Laura Cummings* Date: 7-15-25

Title: OFFICE MANAGER

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Laura Cummings Title: OFFICE MANAGER

Email: laura@cummings-architecture.com Phone: 251-433-9600



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Cummings Architecture Corp Your Bid/Proposal Amount \$ 430,132.00 Date: 7-15-25

Description Architecture Firm Name of Bidder/Proposer: BEN CUMMINGS

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
SHUMER CONSULTING	251-68-3915	CIVIL ENGINEERING CONSULT	15600	4	YES	
SALT INTERIOR	251-594-4691	Interior Designer	3000	1	YES	
CDC	251-662-5891	MEP	54912	13	NO	
ESPALIER	251-454-3500	LANDSCAPE ARCHITECT	7200	2	NO	
T COTTON	251-709-0452	ESTIMATOR	7200	2	NO	
HERNANDEZ	251-379-7038	HAZARDOUS MATERIAL	11220	3	NO	
MISC REIMBURSABLES		MISC VENDORS	3500	1	NO	
CUMMINGS ARCHITECTURE		ARCHITECT	322000	75	NO	



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Cummings Architecture Corp

Contact Person: BEN CUMMINGS Phone: 251-433-9600 Email: ben@cummings-architecture.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.
☐	☒	DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development 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.



Alabama Secretary of State



Cummings Architecture Corporation	
Entity ID Number	000-202-662
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/07/1999
Registered Agent Name	CUMMINGS, BENJAMIN P
Registered Office Street Address	1011 AUGUSTA ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	ENGAGE IN ARCHITECTURE BUSINESS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	CUMMINGS, BENJAMIN P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/07/1999 Certificate of Formation 5 pgs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: KIRBY MITCHELL PHONE (A/C, No, Ext): 251-473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: KIMITCHELL@HIGGINBOTHAM.NET
INSURED Cummings Architecture Corporation 1 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Employers Insurance Company INSURER B: Bankers Standard Insurance Company INSURER C: Aspen American Insurance Company INSURER D: INSURER E: INSURER F:
License#: 2081754 CUMMARC-01	NAIC # 22748 18279 43460

COVERAGES**CERTIFICATE NUMBER:** 582944852**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			D03017035	6/14/2025	6/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			D03017035	6/14/2025	6/14/2026	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 \$ 0			D03017047	6/14/2025	6/14/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL LIABILITY			AAAE300209-05	6/15/2025	6/15/2026	Per Occurrence \$ 1,000,000 Aggregate \$ 2,000,000 Deductible \$ 5,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation that applies to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status. The Umbrella Liability policy is follow form. A 30 Day Notice of Cancellation applies in favor of the certificate holder.
Project: Animal Shelter - 1668 W I-65 Service Road S Mobile, Alabama

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
P O Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Grease Trap Pumping, Maintenance and Inspections

Amount of Contract:

\$45,270.00 for 3 years

Funding Source

General Fund

ATTACHMENTS:

1. SC-022-25 Contract for CivicPlus

REVIEWERS:

Katie Cassil
Carleen Stout
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson

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

Name of Company: SOUTHERN GREASE HAULING, INC.

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS –
GREASE TRAP PUMPING, MAINTENANCE &
INSPECTIONS (3 YEARS)

Project Number: SC-022-25

Amount:	\$15,090.00	FIRST YEAR
	\$15,090.00	SECOND YEAR
	+ \$15,090.00	THIRD YEAR
	<u>\$45,270.00</u>	<u>TOTAL CONTRACT</u>

Adopted:

City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This Agreement made and entered into this _____ day of _____, 2025.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Service Contractor: Southern Grease Hauling, Inc.
2001 West I-65 Service Road North
Mobile, Alabama 36618
Telephone: (251) 581-0672

City of Mobile Business License No.: 95435
City of Mobile Vendor No.: 291698
Secretary of State Registration No.: 000-070-692

For the following Service Project: SERVICE CONTRACT – VARIOUS LOCATIONS –
GREASE TRAP PUMPING, MAINTENANCE &
INSPECTIONS

Project Number: SC-022-25

The Owner and Consultant agree as set forth below:

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract is for one (1) year from the date of the Notice to Proceed with the

option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the initial term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Total Contract Amount:

Forty-Five Thousand, Two Hundred Seventy & 00/100 Dollars	(\$ 45,270. 00)
(Amount in Words)	(Amount in Numbers)

ARTICLE 3.1 Schedule of Values:

Year 1 Initial Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3055 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Maitre Park	2412 Halls Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00

Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00
Recycling Compactor (near WAC)	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center (D.I.P.)	1750 Dauphin Is. Pkwy	In ground - 125 gallons	\$ 200.00
Rickarby Park recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$ 495.00
*SAIL Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$ 200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

Year 2 – 1st Additional Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3055 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Maitre Park	2412 Halls Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00

Recycling Compactor (near WAC)	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center (D.I.P.)	1750 Dauphin Is. Pkwy.	In ground - 125 gallons	\$ 200.00
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$ 495.00
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$ 200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

Year 3 – 2nd Additional Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3055 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Maitre Park	2412 Halls Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00
Recycling Compactor (near WAC)	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center D.I.P.	1750 Dauphin Is.	In ground - 125 gallons	\$ 200.00

	Pkwy.		
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$ 495.00
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$ 200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

The City of Mobile reserves the rights to add, remove, and modify services, as needed during the term of this Agreement.

All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work.

3.2 UNIT PRICES:

Additional visits for service will be billed per visit, in accordance with the above bid and the contract Schedule of Values.

Hourly Rates: For additional work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ 200.00 per hour.
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ 300.00 per hour.
- C. Overtime Holidays (City Holidays): \$ 300.00 per hour.

Parts/Material: Service Contractor's direct cost plus fifteen (15%) percent.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made on a quarterly basis, for completed work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form

the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Agreement;
2. Scope of Work;
3. Exhibit A – Locations;
4. Bid Form, dated May 14, 2025;
5. Request for Waiver of DBE Goal Form;
6. Alabama Onsite Wastewater Board License;
7. Alabama Secretary of State Business Entity Form;
8. E-Verify Form;
9. MAWSS Discharge Verification Letter;
10. Certificate of Insurance with Endorsements;
11. General Conditions;
12. Addendum Number One; and
13. City of Mobile Legal Department Approval Email.

ARTICLE 7. Insurance:

7.1 Required Coverage:

7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

A. Comprehensive Liability Insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
 - \$1,000,000 each person.
 - \$1,000,000 each occurrence.
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
 - \$1,000,000 each person.
 - \$1,000,000 each occurrence.
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined – \$1,000,000 per occurrence.

C. Excess/Umbrella Liability Insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

2. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automotive Liability.

D. Workers' Compensation Insurance - Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation Insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability Insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

E. Pollution - Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - Contractor 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 Contractor 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.

7.1.4 Additional Insured - 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 contractor, owner et al. as an additional insured. Additionally, Contractor 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, Alabama 36633

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance 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 Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

7.1.6 Insurance Requirements for Sub-subcontractors - Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

7.1.7 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 Contractor/Subcontractor 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.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: The failure of the Service Contractor to comply with any of the provisions, covenants or conditions of this Service Contractor, or fails to adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this Service Contractor. In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events,

Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Service Contractor, the City may:

- a. afford the Service Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Service Contractor within which to cure the breach;
- b. discontinue payment to the Service Contractor for and during the period in which the Service Contractor is in breach; and
- c. offset those monies disallowed pursuant to the above, against any monies billed by the Service Contractor but yet unpaid by the CITY.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

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

8.7 Anti-Discrimination: Contractor shall comply with all Federal, State and local laws concerning

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

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

8.9 State of 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.

8.10 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.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

SERVICE CONTRACTOR:

Southern Grease Hauling, Inc.

Signature

Signature

William S. Stimpson

Mayor, City of Mobile

Hannah Frederic, COO

Printed Name and Title

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Hannah Frederic as COO of Southern Grease Hauling 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 Southern Grease Hauling.
Sworn to and subscribed for me this 23 day of June, 2025.

Tanya Stinson

NOTARY PUBLIC
My Commission Expires:

My Commission Expires
February 21, 2026

END OF SECTION

SECTION 01000 – SCOPE OF WORK
May 14, 2025**Scope of Services:**

Service Contractor shall provide annual or quarterly inspections of the grease traps at various City of Mobile locations, as specified in Exhibit A – Grease Trap Locations. Each facility is unique and will have one of two types of grease traps: an under-sink diverter of up to 10 pounds; or an in-ground grease trap containment unit containing 100 to 2,000 gallons, depending on the location.

Basic Services:

The Service Contractor will be required to perform pumping, maintenance, and inspections of each tank per the Mobile Area Water & Sewer System's (MAWSS), Food Service Facility Grease Control Manual, January 2004, revised January 2010. Inspections must include using the "25% Rule", visual inspections, and any mechanical inspections, as required.

The Service Contractor shall completely remove all grease waste from the grease trap by backwashing, steaming, hydro blasting, and additional vacuuming to remove all waste materials, etc. (as approved by the MAWSS). Removal of the manhole cover may be required as part of this process to allow the cleaning to be performed and will be the responsibility of the Service Contractor to replace and secure the manhole cover once cleaning is completed.

Proper disposal of all waste materials shall be the responsibility of the Service Contractor and shall be performed as per the MAWSS Food Service Facility Grease Control Manual and in accordance with all MAWSS procedures and policies.

All required documentation for each location shall be submitted to the Service Contract Administration upon completion of any work at each location. This will include both a digital and paper copy of the manifest.

Additional Services:

Additional servicing not covered under Basic Services and the Mobile Area Water & Sewer System (MAWSS), Food Service Facility Grease Control Manual (current edition), will be as an Additional Service, separate from Basic Contracted Services. Prior to beginning any Additional Service work, a report of existing conditions along with a request for Additional Services with cost estimate shall be submitted to Building Services buildingservices@cityofmobile.org for review and approval. No work shall be performed by the Service Contractor without written approval by the Building Services Project Manager.

The Service Contractor, upon executing this Agreement, acknowledges and accepts full responsibility for all activities related to this Scope of Work and all work performed under this Agreement.

END OF SECTION

EXHIBIT A – GREASE TRAP LOCATIONS

Facility	Address	Grease Trap Type and Size
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons
Ben May Library	701 Government St.	Above ground - 40 gallons
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons
Leola B. Tricksey Center	3100 Bank Ave.	In ground - 1000 gallons
Maitre Park	2412Halls Mill Rd.	In ground - 1000 gallons
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons
Recycling Compactor near WAC	4851 Museum Dr.	In ground - 125 gallons
Recycling Center D.I.P.	1750 Dauphin Is. Pkwy.	In ground - 125 gallons
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons
*Quarterly Service Visits		

Service Contractor to verify locations, model, and type during field inspections.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – GREASE TRAP
PUMPING, MAINTENANCE & INSPECTIONS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-022-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated May 7, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY

NAME: Southern Grease Hauling, Inc.

ADDRESS: 2001 W I-65 Service Rd N, Mobile, AL 36618 **PHONE** 251-581-0672

CITY OF MOBILE BUSINESS LICENSE NUMBER: 95435

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

BASE BID

Year 1 – Initial Term:

Basic Services - Pumping, Maintenance & Inspections of Grease Traps as per the Scope of Work and Schedule of Values.

<u>Fifteen Thousand Ninety Dollars and No Cents</u>	Dollars	(\$ 15,090.00)
(Amount in Words)		(Amount in Numbers)

Year 2 – 1st Additional Term:

Basic Services - Pumping, Maintenance & Inspections of Grease Traps as per the Scope of Work and Schedule of Values.

<u>Fifteen Thousand Ninety Dollars and No Cents</u>	Dollars	(\$ 15,090.00)
(Amount in Words)		(Amount in Numbers)

Year 3 – 2nd Additional Term:

Basic Services - Pumping, Maintenance & Inspections of Grease Traps as per the Scope of Work and Schedule of Values.

<u>Fifteen Thousand Ninety Dollars and No Cents</u>	Dollars	(\$ 15,090.00)
(Amount in Words)		(Amount in Numbers)

Total Bid Amount (Year 1, 2, and 3 Total):

<u>Forty Five Thousand Two Hundred Seventy Dollars and No Cents</u>	Dollars	(\$ 45,270.00)
(Amount in Words)		(Amount in Numbers)

Year 1 – Initial Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00

James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Maitre Park	2412 Hall's Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1151 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00
Recycling Compactor near WAC	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center D.I.P.	1750 Dauphin Is. Pkwy.	In ground - 125 gallons	\$ 200.00
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$ 495.00
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$ 200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

Year 2 – 1st Additional Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00

Maitre Park	2412 Halls Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00
Recycling Compactor near WAC	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center D.I.P.	1750 Dauphin Is. Pkwy.	In ground - 125 gallons	\$ 200.00
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$ 495.00
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$ 200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

Year 3 – 2nd Additional Term			
Facility	Address	Grease Trap Type and Size	Price Per Visit
Baumhauer-Randall Park	1901 Duval St.	In ground - 40 gallons	\$ 200.00
Ben May Library	701 Government St.	Above ground - 40 gallons	\$ 200.00
Dog River Park Concession	2459 Dog River Rd N.	In ground - 1000 gallons	\$ 325.00
Dotch Community Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Figures Park Community Center	1868 Allison St.	In ground - 1000 gallons	\$ 325.00
* MFRD Fire Station #12	200 Davenport Ave.	In ground - 21 gallons	\$ 200.00
* MFRD Fire Station #1	6801 Overlook Rd.	Under sink - 20 gallons	\$ 200.00
* MFRD Fire Station #7	5525 Commerce Blvd.	Under sink - 20 gallons	\$ 200.00
MFRD Fire Station #18	700 Museum Dr.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #19	1275 Azalea Rd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #23	2711 Airport Blvd.	In ground - 100 gallons	\$ 200.00
MFRD Fire Station #26	8080 Airport Blvd.	In ground - 1000 gallons	\$ 325.00
*MFRD Fire Station #28	7050 Old Military Rd.	In ground - 21 gallons	\$ 200.00
*Garbage Compactor (at Hilton Garden Inn Parking)	6 N. Joachim St.	In ground - 125 gallons	\$ 200.00
Garbage Compactor (behind Library Admin)	62 S. Washington Ave.	In ground - 125 gallons	\$ 200.00
*Gulf Coast Exploreum	65 Government St.	Under sink - 15 gallons	\$ 200.00
Harmon Recreation Center	1611 Belfast St.	In ground - 1000 gallons	\$ 325.00
Henry Aaron Park Concession	2010 Andrews St.	Under sink - 20 gallons	\$ 200.00
Hillsdale Park Community Center	558 Felhorn Rd.	In ground - 1500 gallons	\$ 495.00
Hope (Plateau) Community Cener	850 Edwards St.	Under sink - 20 gallons	\$ 200.00
James Seals Recreation Center	540 Texas St.	In ground - 1000 gallons	\$ 325.00
James Seal Park Concession Stand	540 Texas St.	In ground - 1000 gallons	\$ 325.00
Langan Park Concession	4801 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Leola B. Tricksey Center	3100 Bank Ave.	In ground - 1000 gallons	\$ 325.00
Maitre Park	2412 Halls Mill Rd.	In ground - 1000 gallons	\$ 325.00
Medal of Honor Park Football Concession	1171 Hillcrest Rd.	Under sink - 20 gallons	\$ 200.00
Connie Hudson Senior Center (Trap 1)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00

Connie Hudson Senior Center (Trap 2)	3201 Hillcrest Rd.	In ground - 1050 gallons	\$ 325.00
Mims Park – Baseball Concession	5400 Grishilde Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	Under sink - 20 gallons	\$ 200.00
Mobile Museum of Art	4850 Museum Dr.	In ground - 1000 gallons	\$ 325.00
Recycling Compactor (near MPD HQ)	310 Pinehill Dr.	In ground - 125 gallons	\$ 200.00
Recycling Compactor near WAC	4851 Museum Dr.	In ground - 125 gallons	\$ 200.00
Recycling Center D.I.P.	1750 Dauphin Is. Pkwy.	In ground - 125 gallons	\$ 200.00
Rickarby Park Recreation Center	550 Rickarby St.	In ground - 1500 gallons	\$495.00
*S.A.I.L. Center	5475 Boykin Blvd.	Under sink - 20 gallons	\$200.00
Springhill Recreation Center	1151 Springhill Ave.	In ground - 1000 gallons	\$ 325.00
Sullivan Park Community Center	351 N. Catherine St.	In ground - 1000 gallons	\$ 325.00
Tillman's Corner Community Center	5055 Carol Plantation Rd.	In ground - 1000 gallons	\$ 325.00
National Museum of the Gulf of Mexico (GulfQuest)	155 S. Water St.	In ground - 2000 Gallons	\$ 625.00
*Quarterly Service Visits			
Total			\$15,090.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All additional work under this section must be authorized by the Owner, in writing, prior to ordering materials and/or undertaking work.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Additional visits for service will be billed per visit, in accordance with the above bid and the contract Schedule of Values.

Hourly Rates: For additional work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ 200.00 per hour.
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ 300.00 per hour.
- C. Overtime Holidays (City Holidays): \$ 300.00 per hour.

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

1. BID INCLUDES:

Addendum Number 1, Dated 5/27/25

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: Service 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.

4. QUALIFICATIONS: Each firm proposing to submit a bid shall be an Approved Grease Hauler by the Board of Water & Sewer Commissioners of the City of Mobile and submit evidence of approval with the Bid Form. Only those firms that are approved and submit evidence may bid on this contract.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: City of Mobile
Company Address: P.O. Box 1827 Mobile, AL 36633
Telephone: 251-800-1732 Email: chad.holm@cityofmobile.com
Type of Work: grease trap inspections, maintenance, and pumping (SC-037-22)
Date(s): 2022-2025

B. Reference #2:

Company Name: Mobile County Public Schools
Company Address: 1 Magnum Pass Mobile, AL 36618
Telephone: 251-221-5278 Email: mmoralis@mcpss.com
Type of Work: septic tank and grease trap pumping services
Date(s): 2019 to present

C. Reference #3:

Company Name: Infirmity Health Systems
Company Address: 5 Mobile Infirmity Circle, Mobile, AL 36607
Telephone: 251-643-4506 Email: robert.atkins@infirmityhealth.org
Type of Work: grease trap pumping
Date(s): 2018-present

Remainder of Page Intentionally Left Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Southern Grease Hauling, Inc.

(Typed)

BY:


(Signature of Company Officer)

COMPANY OFFICER: Hannah Frederic

(Typed)

TITLE Chief Operating Officer

(Typed)

DATE June 3, 20 25

Sworn to and subscribed before me this 4/3rd day of 20 25



Notary Public



END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-022-25 Current Date 5.00 / 14.00 / 2025 00

Project Description Grease Trap Pumping, Maintenance, & Inspections

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.

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Contract is limited in scope with no realistic chance for subcontracting services

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2025.05.14 13:52:16 -0500

Building Services Project Manager

5/14/25

(Signature)

(Title)

(Date)

251-208-7519

chad.holm@cityofmobile.org

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Small Business Development Manager

5/15/2025

(Signature)

(Title)

(Date)

Approved By (CAO)

ALABAMA ONSITE WASTEWATER BOARD



2024



ALABAMA ONSITE WASTEWATER BOARD CERTIFICATE OF LICENSE

TREY G. GARDNER
2001 W. I65 SERVICE RD N
MOBILE, ALABAMA 36608

Basic Installer # 5063
Pumper # 4699
Manufacturer # ---
Portable Toilet # ---

P.O. Box 303552 • Montgomery, Alabama 36130-3552
www.aowb.alabama.gov

EXPIRES DECEMBER 31, 2024 1285

TREY G. GARDNER
is Licensed as a(n)
Installer License #: 5063, Pumper License #: 4699,

10/9/2024

ISSUE DATE

12/31/2024

EXPIRATION DATE

1285

Melissa Hines

EXECUTIVE DIRECTOR



Alabama Secretary of State



Southern Grease Hauling, Inc.	
Entity ID Number	000-070-692
Entity Type	Domestic Corporation
Principal Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Principal Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Status	Exists
Place of Formation	Mobile County
Formation Date	07/09/2012
Registered Agent Name	SMITH, KATHRYN B
Registered Office Street Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Registered Office Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Nature of Business	ANY LAWFUL BUSINESS
Capital Authorized	2,000 @ \$1.00PV
Capital Paid In	
Directors	
Director Name	SMITH, KATHRYN BOTTER
Director Street Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Director Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Incorporators	
Incorporator Name	DUKES, GILBERT F III
Incorporator Street Address	2610-B DAUPHIN STREET MOBILE, AL 36606
Incorporator Mailing Address	2610-B DAUPHIN STREET MOBILE, AL 36606
Annual Reports	
Report Year	2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	

Southern Grease Hauling, Inc.		
Document Date / Type / Pages	07/12/2012	Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)

Employer Southern Grease Hauling Inc	
Name (Please Type or Print) Donald Smith	Title
Signature Electronically Signed	Date January 18, 2021
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date January 18, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date January 18, 2021



November 20, 2024

RE: Mobile County Health Dept. Permits

Dear Ms. Hannah Frederic,

This letter serves as verification that MAWSS accepts septic/grease waste delivered in trucks owned by duly licensed haulers. Your current permit with the Mobile County Health Department, along with MAWSS requirements, authorizes Southern Grease Hauling Inc. to discharge at the Clifton C. Williams Waste Water Treatment Plant located at 1600 Yeend St., Mobile, Alabama 36603.

Southern Grease Hauling Inc. is currently authorized to dispose at this facility with the understanding that the discharge meets current discharge regulations and that any hauler is subject to termination upon written notice.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Perdue", is written over a light blue circular stamp.

Chris Perdue
Pretreatment Supervisor
Mobile Area Water & Sewer System
Cwperdue@Mawss.com



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

06/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WIW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED Southern Grease Hauling Inc 2001 W I-65 Service Road N Mobile, AL 36618	INSURER(S) AFFORDING COVERAGE	
	INSURER A: StarStone Specialty Insurance Company	
	INSURER B: Progressive Specialty Insurance Company	
	INSURER C: Bridgefield Casualty Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W39525134**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						HIRE/ NON OWNED AUTO \$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A	196-32846	09/07/2024	09/07/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE : Project # SC-022-25

General Liability includes Contractors Pollution coverage of \$1,000,000 Each Pollution Claim \$2,000,000 Aggregate and Transportation Pollution Liability \$1,000,000 each pollution Condition \$2,000,000 aggregate. Coverage includes hired and non owned autos.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 27988026

BATCH: 4021575

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Southern Grease Hauling Inc 2001 W I-65 Service Road N Mobile, AL 36618
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Umbrella/Excess is a Follow Form policy.

WTW SOUTHEAST INC
3407 W DR MLK JR 200
TAMPA, FL 33607



SOUTHERN GREASE HAULING INC
2001 W I65 SERVICE RD N
MOBILE, AL 36618

Policy number: 04116407

Underwritten by:
Progressive Specialty Insurance Co
Insured:
SOUTHERN GREASE HAULING INC
August 2, 2024
Policy Period: Sep 7, 2024 - Sep 7, 2025

Mailing Address

Progressive Specialty Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

City of Mobile, Architectural Engineering dept
PO BOX 1827
Mobile, AL 36633

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$2,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 04116407

Issued to (Name of Insured): SOUTHERN GREASE HAULING INC

Effective date of endorsement: September 7, 2024 Policy expiration date: September 7, 2025

Form 1198 (07/16)

1-800-444-4487

For customer service, 24 hours a day,
7 days a week



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WTW SOUTHEAST INC PO BOX 210583, DALLAS, TX 75211	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED SOUTHERN GREASE HAULING INC 2001 W I65 SERVICE RD N MOBILE, AL 36618	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Progressive Specialty Insurance Company</td><td>32786</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Progressive Specialty Insurance Company	32786	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Progressive Specialty Insurance Company	32786														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 429462921816511147D062625T172105 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	04116407	09/07/2024	09/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	Y	04116407	09/07/2024	09/07/2025	\$

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

CERTIFICATE HOLDER

City of Mobile, Architectural
Engineering Dept
PO 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

Mark P. Smith

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY WTW SOUTHEAST INC		NAMED INSURED SOUTHERN GREASE HAULING INC 2001 W I65 SERVICE RD N MOBILE, AL 36618	
POLICY NUMBER 04116407		EFFECTIVE DATE: 09/07/2024	
CARRIER Progressive Specialty Insurance Company	NAIC CODE 32786		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 FRHT 11M 1FVHC5DV5BDAX8225		Stated Amount	\$200,000
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		
2016 FRHT SD8 3ALHG5CY8GDGZ7925		Stated Amount	\$200,000
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		
2020 Kenworth TANK 1NKZL70XXLJ386430		Stated Amount	\$200,000
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		
2017 FRHT 16M 1FVACXDT9HHJE5009		Stated Amount	\$85,000
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		
2020 Peterbilt PB348 2NP3LJ0X9LM653420		Stated Amount	\$138,000
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		
2022 LEXUS GX JTJGM7BX8N5331132			
Collision	\$1,000 Ded		
Comprehensive	\$1,000 Ded		

Additional Information

Blanket Waiver of Subrogation in favor of certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss.

Certificate holder is listed as an Additional Insured.

We will endeavor to provide 30 days notice of cancellation to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

This policy is primary and non-contributory as to CITY OF MOBILE, ARCHITECTURAL ENGINEERING DEPT, regardless of whether Holder is a named insured of any other policy.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09-07-2024
Forms a part of Policy No.: F75127243AEM
Issued to: Southern Grease Hauling Inc

By: Starstone Specialty Insurance Company

AMENDMENT OF CANCELLATION NOTICE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE FOLLOWS FORM**

Notwithstanding the appropriate provisions of this Policy, in the event the cancellation of this policy is instigated by the Company for any reason except nonpayment of premium for which 10 days' notice is required, the Company will endeavor to provide 30 days' notice of such cancellation to the following person or organization in the Schedule below:

SCHEDULE

City of Mobile Architectural Engineering Department, PO Box 1827, Mobile, AL 36633-1827

Person or Organization:

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09-07-2024
Forms a part of Policy No.: F75127243AEM
Issued to: Southern Grease Hauling Inc

By: Starstone Specialty Insurance Company

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an additional insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. Those limits required by written contract; or
2. The applicable per claim limit per the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09-07-2024
Forms a part of Policy No.: F75127243AEM
Issued to: Southern Grease Hauling Inc

By: Starstone Specialty Insurance Company

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory towards this insurance.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 09-07-2024
Forms a part of Policy No.: F75127243AEM
Issued to: Southern Grease Hauling Inc

By: Starstone Specialty Insurance Company

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Any person(s) or organization(s) to whom the Named Insured agrees, in a written contract, to provide waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the insured's work done under a contract with that person or organization. The waiver applies only to the person or organization in the above schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION AND NON-RENEWAL TO THIRD PARTIES

It is hereby understood and agreed PART SIX: CONDITIONS, Section D, of the policy is amended by adding the following subsection 5:

If we initiate cancellation of this policy, we will notify the person(s) or organization(s) as shown at the address in the Schedule below, as follows:

- a. 30 days notice will be given for notice of cancellation for non-payment of premium.
- b. 30 days notice will be given for notice of cancellation for any reason other than non-payment of premium.
- c. 30 days notice will be given for notice of non-renewal.

If the insured initiates cancellation of this policy, notification will be mailed upon receipt of the cancellation request from the insured.

Notwithstanding the provisions above, in no event will the number of days notice of cancellation or non-renewal be fewer than the number of days required by the applicable state workers compensation law.

SCHEDULE

Name of Person or Organization: City of Mobile Architectural Engineering Department

Mailing Address: Po Box 1827
Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: June 26, 2025

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: June 26, 2025

Policy Number: 0196-32846

Countersigned by:



Insured: Southern Grease Hauling, Inc

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

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: July 22, 2024

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: September 7, 2024

Policy Number: 196-32846

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'G' followed by a horizontal line.

Insured: Southern Grease Hauling, Inc

WC 00 03 13 (Ed. 4-84)

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A. The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor

shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.

- B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F. The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

- 1) Payments shall be made on a quarterly basis, for completed work as specified.
- 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
- 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the laws of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written

consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. 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.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

9. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

10. CLAIMS AND DISPUTES

- A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager

City of Mobile Building Service Department

Re: Service Contract – Various Locations – Grease Trap Pumping, Maintenance, & Inspections

Project #SC-022-25

Date: May 27, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 14, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated May 21, 2025, and agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various Locations - Grease Trap Pumping, Maintenance, & Inspections	Various	5/21/2025

[illegible]

**Service Contract – Various Locations –
Grease Trap Pumping, Maintenance, & Inspections
Project # SC-022-25
PRE-BID CONFERENCE
10:00am Wednesday, May 21, 2025
205 Government Street, Mobile, Alabama 36602**

AGENDA

- 1) Attendance Roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

- A. Introductions – Building Services Department, Project Manager Chad Holm, 251-208-7519 office;
chad.holm@cityofmobile.org
Building Service Department, Contract Technician, David Stultz, 251-208-6067 office;
david.stultz@cityofmobile.org

2) Discussion of Scope of Work:

- A. The scope of this project is to:
- 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of Grease Trap Pumping, Maintenance, and Inspections for various City of Mobile locations, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated May 14, 2025.
- B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
- C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule non-contracted visits for repairs and shall secure the area of the site in which they are working.
- D. Site access shall be limited to workdays agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
- E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
- F. Work hours shall typically be 7am to 5pm. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

3) Bidding instructions, forms, special requirements and time:

- A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to david.stultz@cityofmobile.org
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged

Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.

- E. Receipt of Sealed Bids shall be Wednesday, June 4, 2025, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

- A. A valid City of Mobile business license for the duration of the contract period.
- B. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- C. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
- D. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- E. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- A. Invoices for services rendered shall be submitted monthly by the Service Contractor to the Building Services Department, Cc all site stakeholders. Invoices shall be received no later than the 25th day of each month.

6) Adjourn.

Cassil, Katie

From: Cassil, Katie
Sent: Monday, June 30, 2025 10:32 AM
To: Cassil, Katie
Subject: Southern Grease Hauling, Inc. / A25-0457

From: Horsley, Bryan <bryan.horsley@cityofmobile.org>
Sent: Friday, June 20, 2025 11:16 AM
To: Holm, Chad <chad.holm@cityofmobile.org>
Cc: Building Services <buildingservices@cityofmobile.org>
Subject: Re: Southern Grease Hauling, Inc. / A25-0457

You're welcome and I look forward to assisting in the future.

Get [Outlook for iOS](#)

From: Holm, Chad <chad.holm@cityofmobile.org>
Sent: Friday, June 20, 2025 7:28:29 AM
To: Horsley, Bryan <bryan.horsley@cityofmobile.org>
Cc: Building Services <buildingservices@cityofmobile.org>
Subject: RE: Southern Grease Hauling, Inc. / A25-0457

Good morning, Bryan. I received your voice mail as well.

I completely understand. We will move forward as submitted for THIS service contract.



CONFIDENTIALITY: This email (including attachments, if any) is confidential. If you are not the intended recipient, please notify the sender immediately and delete this message.

From: Horsley, Bryan <bryan.horsley@cityofmobile.org>
Sent: Wednesday, June 18, 2025 5:01 PM
To: Holm, Chad <chad.holm@cityofmobile.org>
Subject: Southern Grease Hauling, Inc. / A25-0457

Good afternoon, Chad.

We'd like you to move forward with the contract you submitted to Legal for review.

Please call to discuss. Thank you.



Bryan K. Horsley
Assistant City Attorney, Civil Division
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7718 - direct line
251-208-7322 - fax
bryan.horsley@cityofmobile.org

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CAPITAL CONTRACT SUMMARY SHEET

C #5451



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Volkert, Inc. for Engineering Services.

Amount of Contract:

\$280,163.54

Funding Source

C1026

ATTACHMENTS:

1. 2025-3005-19 Downtown Street Optimization CEI Resurfacing and Restriping (Volkert, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization CEI (Resurfacing & Restriping (D2);

COM Project# 2025-3005-19

PROJECT #: C1026 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$280,163.54

VENDOR NAME: Volkert, Inc.

VENDOR NUMBER: 227500

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 7/22/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman 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 **Volkert, Inc.** for work as outlined in the contract attached hereto, regarding **Downtown Street Optimization CEI (Resurfacing & Restriping)**, 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: Volkert, Inc.
Project Name: Downtown Street Optimization CEI (Resurfacing & Restriping)
COM Project # 2025-3005-19
Cost: \$280,163.54

Adopted:

City Clerk



**DOWNTOWN STREET OPTIMIZATION CEI
(RESURFACING & RESTRIPING)**

PROJECT NO. 2025-3005-19

ENGINEER:

VOLKERT, 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 **VOLKERT, 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 **VOLKERT, 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 for the Construction Phase as set out in Section III.

PROJECT – DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPING), City of Mobile Project No. 2025-3005-19. This is for engineering construction inspection for the resurfacing and restriping of portions of 10 streets in downtown Mobile. (See Exhibit A for approximate locations). **The professional engineering services may include construction administration and construction engineering and inspection 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, 2018 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.

A. 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. Omit
- 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.
- l. 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.

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 ENGINEER shall not assign, transfer, or delegate any interest in this CONTRACT, or the performance of any obligations hereunder, without the prior written consent of the CITY. Any such attempted assignment without the CITY's written consent shall be void and of no effect.

The CITY may assign, transfer, or delegate its interest in this CONTRACT, in whole or in part, without the consent of the ENGINEER, and the ENGINEER hereby expressly waives any claim or objection to such assignment.

- 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.

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. Upon letting of the contract for construction of this PROJECT, and after receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT. Compensation to the ENGINEER shall be based on work performed and documented, but shall be limited to the percentage completion of the construction. 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 \$275,163.54 (Two Hundred Seventy-five Thousand One Hundred Sixty-three Dollars and Fifty-four 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

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 and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
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 to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$280,163.54 (Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

STANDARD OF PERFORMANCE:

The Consultant shall perform all professional services under this Agreement with the degree of skill, care, and diligence ordinarily exercised by similarly situated

professionals practicing in the same or similar locality and under the same or similar circumstances. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, codes, and industry standards in effect at the time the services are rendered.

The Consultant shall be responsible for the accuracy and adequacy of its designs, drawings, specifications, reports, and other services or deliverables, and shall correct any errors, omissions, or deficiencies therein without additional cost to the City, provided such errors, omissions, or deficiencies result from Consultant's failure to meet the applicable standard of care.

Nothing in this Agreement shall be construed to impose upon the Consultant a duty or standard of care higher than that set forth in this section. Any clause purporting to impose a different or higher standard shall be deemed void under Ala. Code § 41-9A-3 and severed from this Agreement.

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: _____

VOLKERT, INC

By: Harold Eubanks

Print: HAROLD EUBANKS

Its: REGION VP

Address: 1110 MONTGOMERY DR
MOBILE, AL 36609

Telephone: 251-342-1070

STATE OF ALABAMA
CITY OF MOBILE

I, Christina Williams, a Notary Public in and for said State and County, hereby
certify that Harold Eubanks, whose name as Reg Vice President of
Volkert, 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 27 day of June, 2025.

Christina Williams
NOTARY PUBLIC

My Commission Expires: _____

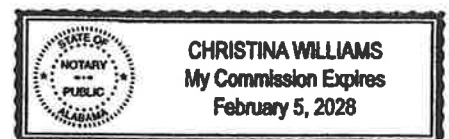


EXHIBIT A: PROJECT LOCATION

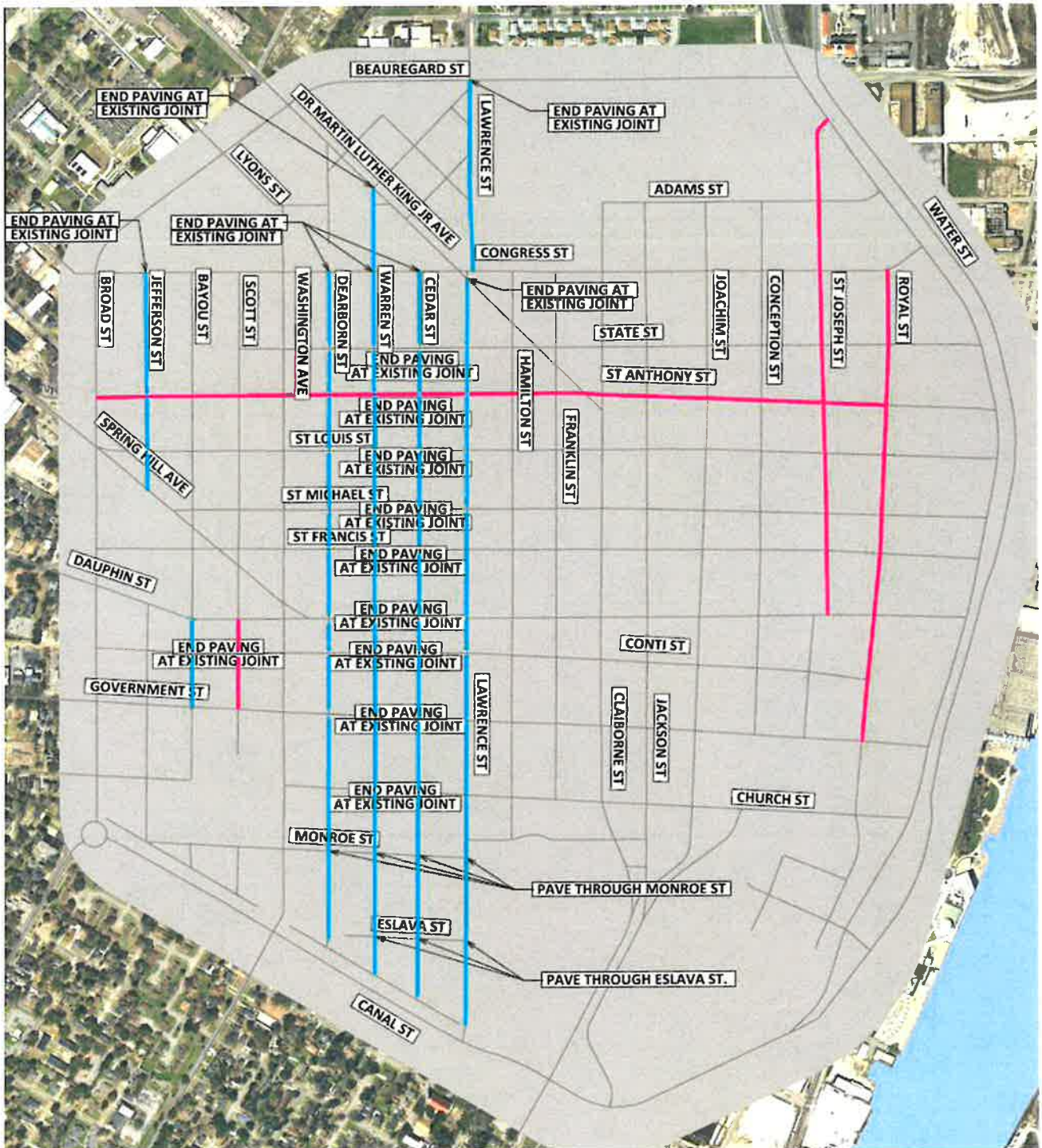


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING) CEI, City of Mobile Project No. 2025-3005-19.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be approximately \$3,400,000.00 [**Three Million Four Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed \$280,163.54 [**Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents**], unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

SUMMARY OF ENGINEERING FEE PROPOSAL DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
1	CONSTRUCTION ADMINISTRATION	\$33,833.31
TOTAL BASIC SERVICE COST - LUMP SUM		\$33,833.31
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
2	CONSTRUCTION ENGINEERING & INSPECTION	\$201,452.72
3	CONSTRUCTION ENGINEERING & INSPECTION - SUB	\$33,880.00
TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)		\$235,332.72
TOTAL ENGINEERING COST		\$269,166.03

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
1	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1.1	Contract Preparation/Printing/Execution		2	4	4
1.2	Attend Pre-Construction Meeting	4	4	4	
1.3	Periodic Site Visits (8 Visits)	16	16	16	
1.4	Prepare Site Visit Reports		4	8	
1.5	Review Shop Drawings / Submittals	4	4	8	
1.6	Responses to RFIs	8	16	16	
1.7	Review Report(s) Pay Estimates	4	8	8	8
1.8	Attend Final Inspection	4	4	4	
1.9	Prepare & Issue Record Drawings	2	8	16	2
TOTAL CONSTRUCTION ADMIN. MAN-HOURS		42	66	84	14

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES			
1	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$78.31	\$3,289.02
	Staff 2 Professional	66	\$66.65	\$4,398.90
	Staff 1 Professional	84	\$41.84	\$3,514.56
	Administrative Assistant	14	\$32.35	\$452.90
TOTAL DIRECT LABOR				\$11,655.38
	Combined Overhead		150.73%	\$17,568.15
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$29,223.53
	Operating Margin		15.0%	\$4,383.53
	FCCM (Direct Labor Only)		0.74%	\$86.25
TOTAL LABOR COSTS				\$33,693.31
Out of Pocket Costs				
Travel Expenses (Mobile Office to Project Site 10 Miles One-Way)	Trips	Miles	Rate	Cost
	10	20	\$0.700	\$140.00
TOTAL OUT OF POCKET				\$140.00
TOTAL CONSTRUCTION ADMINISTRATION PHASE				\$33,833.31

LS

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
2	CE&I SERVICES - VOLKERT (90 Working Days)	Constr. Proj. Mgr.	Senior Inspector	RPR 1	Admin.
2.1	Conduct Pre-Construction Meeting	4	4	4	4
2.2	Daily Inspection & Reporting	174	580	1160	
2.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	36			18
2.4	Review Asphalt Reports	24	40		
2.5	Prepare QC/QA Packages	24	40		
2.6	Prepare Contractor's Pay Estimates	6	12	12	24
2.7	Conduct Final Inspection / Punch List	4	8	8	4
2.8	Prepare As-Builts	2	4	8	
2.9	Prepare Project Closeout Documentation	2	4	16	8
TOTAL CE&I MAN-HOURS (VOLKERT)		276	692	1208	58

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES			
2	CE&I Services - VOLKERT	Man-hour	Rate	Cost
Labor Costs				
	Construction Project Manager	276	\$50.00	\$13,800.00
	Senior Inspector	692	\$36.00	\$24,912.00
	Resident Inspector 1	1208	\$26.00	\$31,408.00
	Administrative Assistant	58	\$32.35	\$1,876.30
TOTAL DIRECT LABOR				\$71,996.30
	Combined Overhead		150.73%	\$108,520.02
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$180,516.32
	Operating Margin		10.0%	\$18,051.63
	FCCM (Direct Labor Only)		0.740%	\$532.77
TOTAL LABOR COSTS				\$199,100.72
Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (8 Miles One-Way)	Trips	Miles	Rate
		210	16	\$0.700
TOTAL OUT OF POCKET				\$2,352.00
TOTAL CE&I SERVICES - VOLKERT				\$201,452.72 NTE

Task No.	CE&I SERVICES - SUBCONSULTANT NORMAN HILL CONSULTING SERVICES, LLC	
3	CE&I SERVICES - SUBCONSULTANT	Cost
3.1	Inspector (280 hr @ \$110 / hr)	\$30,800.00
SUBTOTAL SUBCONSULTANT COST		\$30,800.00
Volkert, Inc. (Management Fee, 10% of Total Subconsultant Fee)		\$3,080.00 NTE
TOTAL CE&I COST		\$235,332.72 NTE

Norman Hill Consulting Solution, LLc					
PERSONNEL	POSITION	HOURS/WEEK	WEEKS	RATE/HOU R	FEE
	Inspector	40	7	110	\$ 30,800
					\$ -
					\$ -
					\$ -
TOTALS					\$ 30,800

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Base Contract Amount **\$ 275,163.54**

Additional Services (If requested in writing by the City Engineer).....\$ 5,000.00

Total Contract Amount including Additional Services **\$ 280,163.54**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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

EXHIBIT F: INSURANCE CERTIFICATIONS

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.						
RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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	☐ Y/N	N/A			PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
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		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):
INSURED Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Everest National Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Allied World Surplus Lines Insurance Co INSURER E: Endurance American Specialty Ins Co INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1789771000**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ excess auto CSL \$ 1,000,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	WC067961222	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Project: Downtown Street Optimization (Resurfacing & Restriping). Project Number: 2025-3005-19
City of Mobile are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. 297-00-73
issued to VOLKERT, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 067961222

Issued to VOLKERT, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

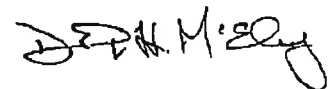
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT, SECRETARY OF STATE VERIFICATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Harold Eubanks (affiant) who,
being duly sworn says as follows:

Regional Vice President of Volkert, 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
Regional Vice President for Volkert, 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 Volkert, Inc. is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 105558

Harold Eubanks

Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the 8 day of July, 2025.

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

Lindsay Zoghby
Signature and Seal of Notary Public

Exp 2-11-21

LINDSAY ZOGHBY
Notary Public
Alabama State at Large



Company ID Number: 105558

**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 Volkert, Inc. (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.

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 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 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@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.

- 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. 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.

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.
- 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,



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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 Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	5
FL	2
GA	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	
Email	833-790-3074
	holly.gibney@volkert.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: ArchtriqueKidd@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: Archtrique.Aldo@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	11 North Water Street, Suite 18290 Mobile, AL 36602
Telephone	251-342-1070
E-Mail	jordan.stringfellow@volkert.com

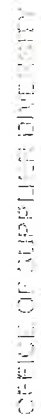
RFP/RFQ Solicitation Number	2025-3005-19
Project Description	Downtown Street Optimization (Resurfacing & Restriping)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 1,111 Female 431 Minority 349 Non-minority 1,193 SDVO N/A
Total #of Employees	1,542

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jordan Stringfellow
Signature: *Jordan Stringfellow* Date: 07-08-2025
Title: Assistant Vice President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jordan Stringfellow Title: Assistant Vice President
Email: jordan.stringfellow@volkert.com Phone: 251-605-6020
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:

Please Print Company Volkert, Inc. Your Bid/Proposal Amount \$ 280,163.54 Date: _____

07 / 14 / 2025	Description	Downtown Street Optimization (Resurfacing & Restriping)

Name of Bidder/Proposer: Volkert, 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: Volkert, Inc.

Contact Person: Jordan Stringfellow

Phone 251-605-6020

Email jordan.stringfellow@volkert.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
	N/A	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	GMDBE/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
	N/A	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	N/A	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.
	N/A	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.)
	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

	N/A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	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.
	N/A	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.

City of Mobile agreed to reduce DBE goal to 10% for this contract.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-19 Current Date 7 / 10 / 25

Project Description DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPIING))

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 requesting the DBE Goal to be reduced from 15% to ^{10%}_{5%} This contract is for Construction

Inspection services only. This work is specialized and extremely difficult to find qualified sub-consultants.

Volkert's contract amount is \$280,163.54.

John Forrester

Requested By (Department Director)

(Signature)

251-208-7243

Telephone Number

City Engineer

(Title)

7/10/2025

(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Busines Development Manager

(Title)

7/11/2025

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to Africatown Welcome Center located at 1959 Baybridge Cutoff Road, as shown on attached drawing.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. Resolution 1959 Baybridge Cutoff Rd
2. ALPC ATWC-2025
3. Easement ALPC-ATWC ALPC-SIGNED

REVIEWERS:

Stacey Howard

Carleen Stout

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AE25, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to the Africatown Welcome Center located at 1959 Baybridge Cutoff Road.

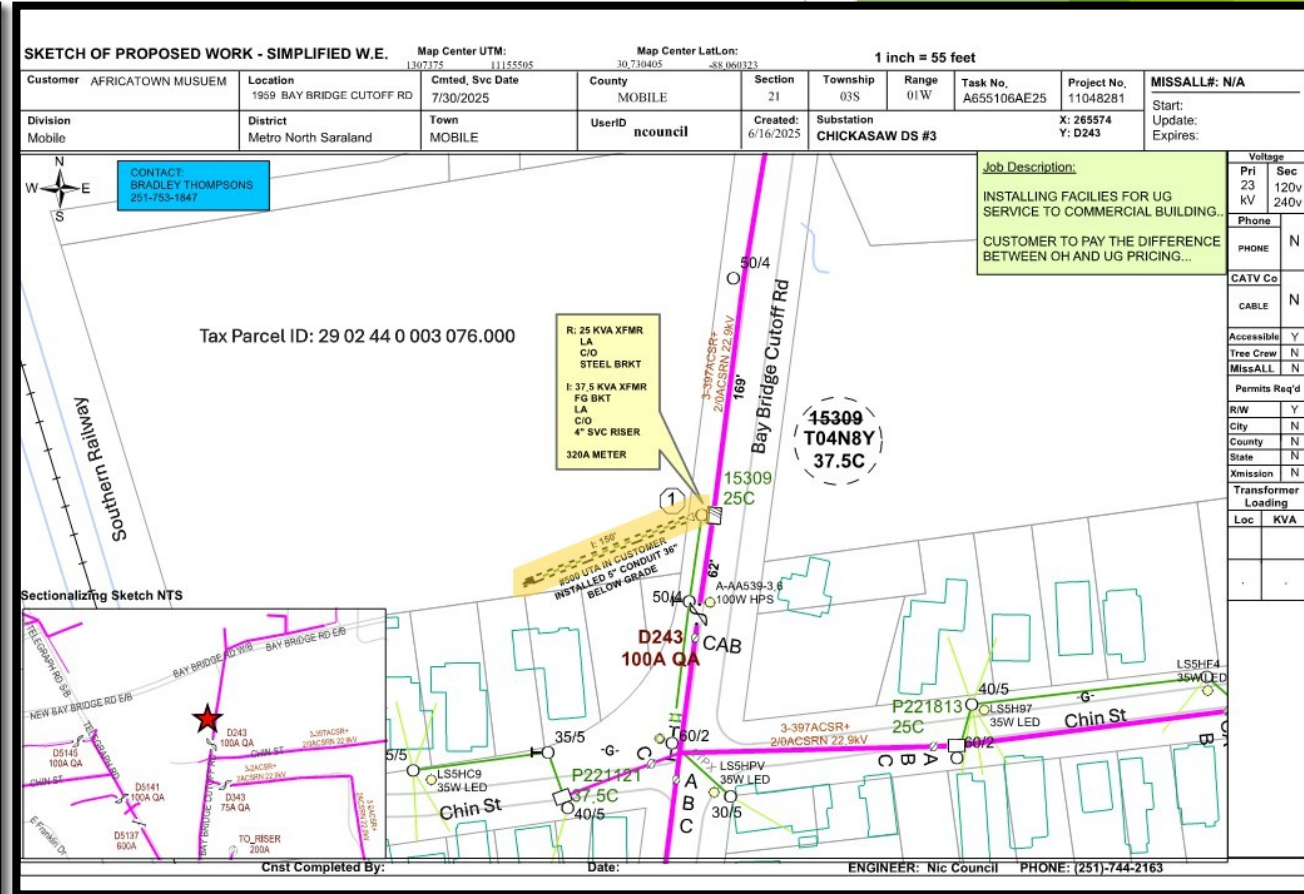
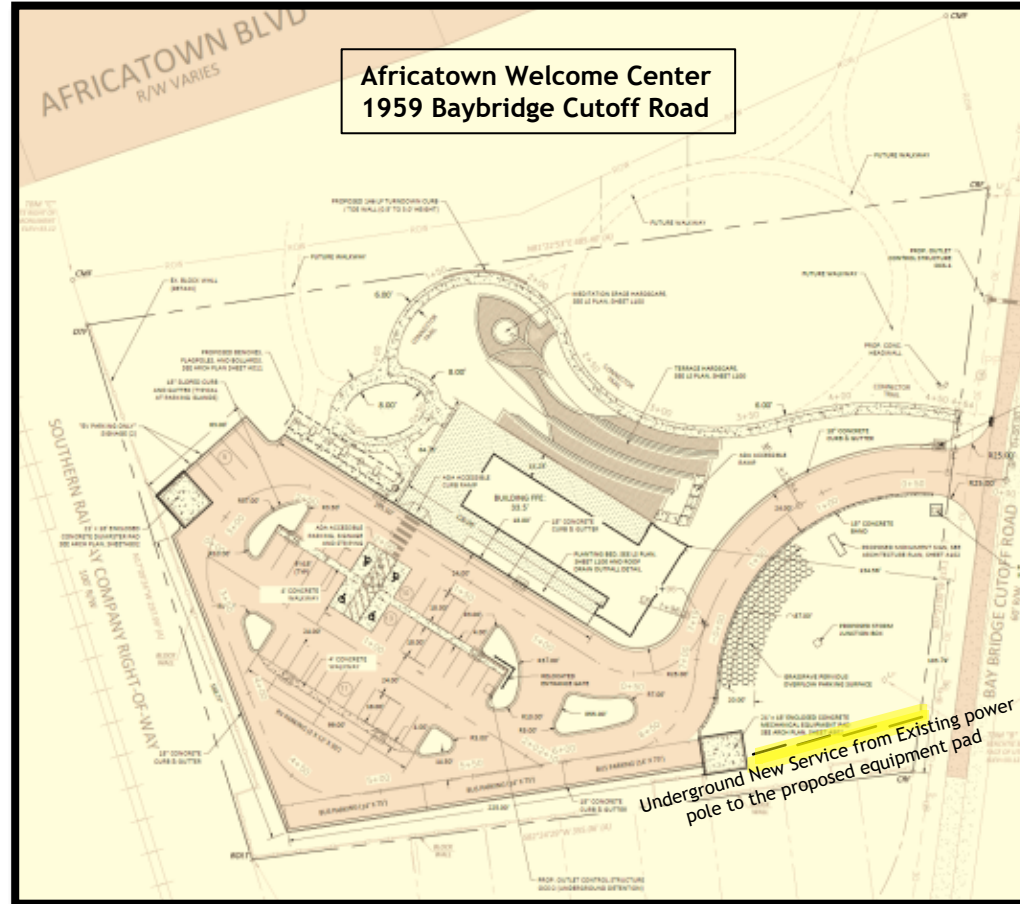
Adopted:

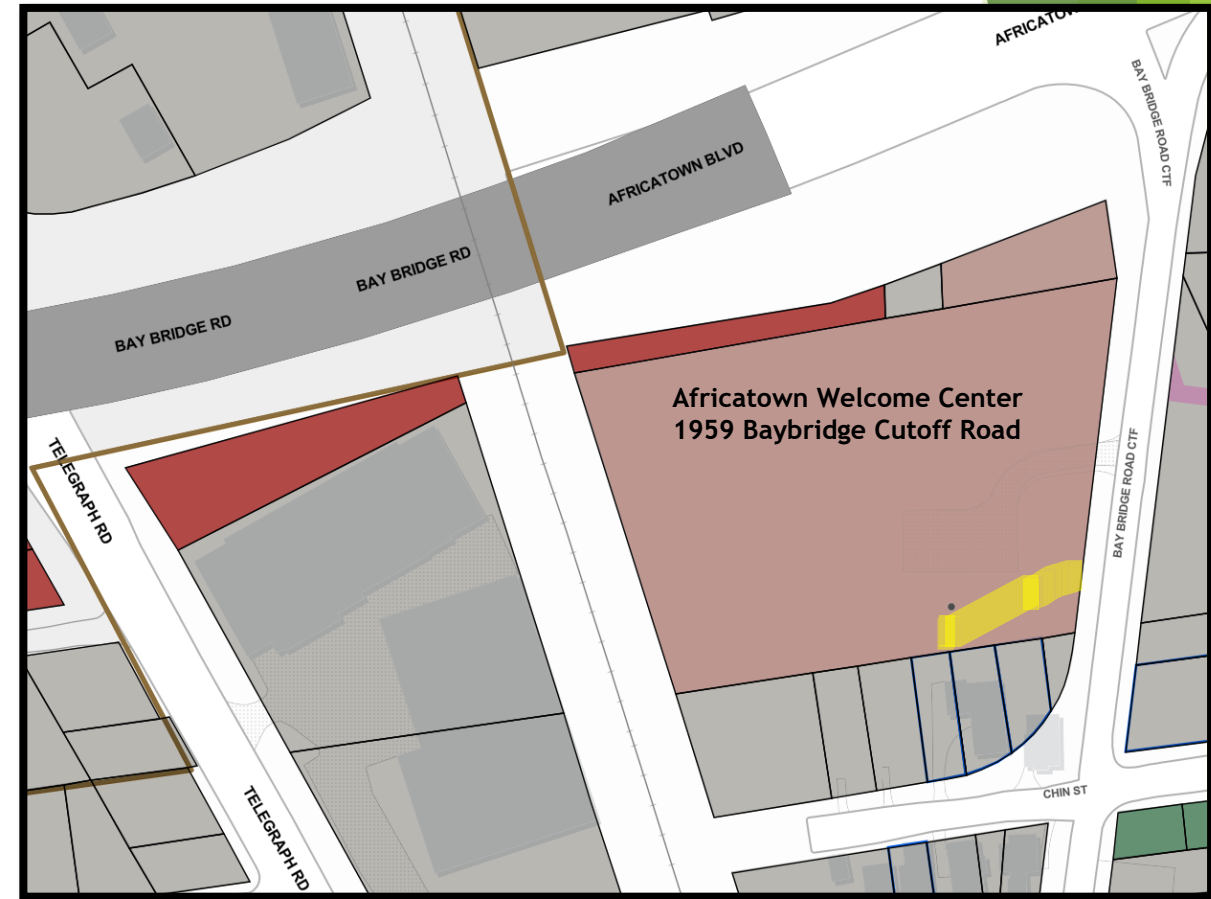
City Clerk

Africatown Welcome Center

New Underground Service, Alabama Power Easement # A655306AE25

1959 Baybridge Cutoff Road





EASEMENT – UNDERGROUND DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306AE25

Parcel No. 72310587

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2025, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG AT PT 183 FT S SELY OF INTERSECT OF S/S BAY BRIDGE ROAD & E/S SOUTHERN RR CONT SELY 292 FT(S) THEN ELY 353.6 FT TO W/S BAY BRIDGE CUT OFF ROAD THEN NELY ALG ROAD 310 FT WLY 483 FT(S) TO PT OF BEG BEING PART OF LOT 2 GTG&R DIV OF ST LOUIS TRT MIN BK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003 **Parcel Number: 29 02 44 0 003 076.XXX**. The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as shown by dashed lines on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way for Facilities that are underground will extend five (5) feet on all sides of said Facilities as and where installed..

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AE25** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by William S. Stimpson, as its Mayor and attested by Lisa C. Lambert, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2025.

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of July, 2025.



Erica Maize
Notary Public-State at Large
My Commission Expires: _____

My Commission Expires
August 11, 2025

1 inch = 55 feet

Page 1426 of 1449

R E S O L U T I O N

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

Adopted:

City Clerk

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

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



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted: JUN 24 2025

TABLED

City Clerk

R E S O L U T I O N

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

Adopted: JUN - 3 2025



City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Haktan Ahmed

Mobile Business Address: _____

Telephone _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

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

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle.



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

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

A handwritten signature in black ink, appearing to read "Kahtan H Ahmend", is written over a horizontal line.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

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

NOEMID V ACOSTA
Notary Public
Alabama State at Large

A handwritten signature in black ink, appearing to read "Noemid V Acosta", is written over a horizontal line.

Notary Public



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

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

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

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

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

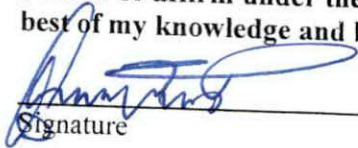
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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


Signature

Date Signed

**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:
Day Trip 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): Kahtan H Ahmed
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	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
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 4 / 18 / 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 11 : 36 ☒ 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).

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed
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.



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

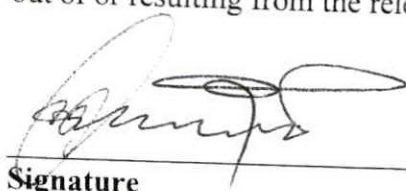
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

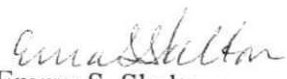
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
1632500317

AHMED, KAHTAN HAZAM

AL0020000

[Signature]

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL002000C

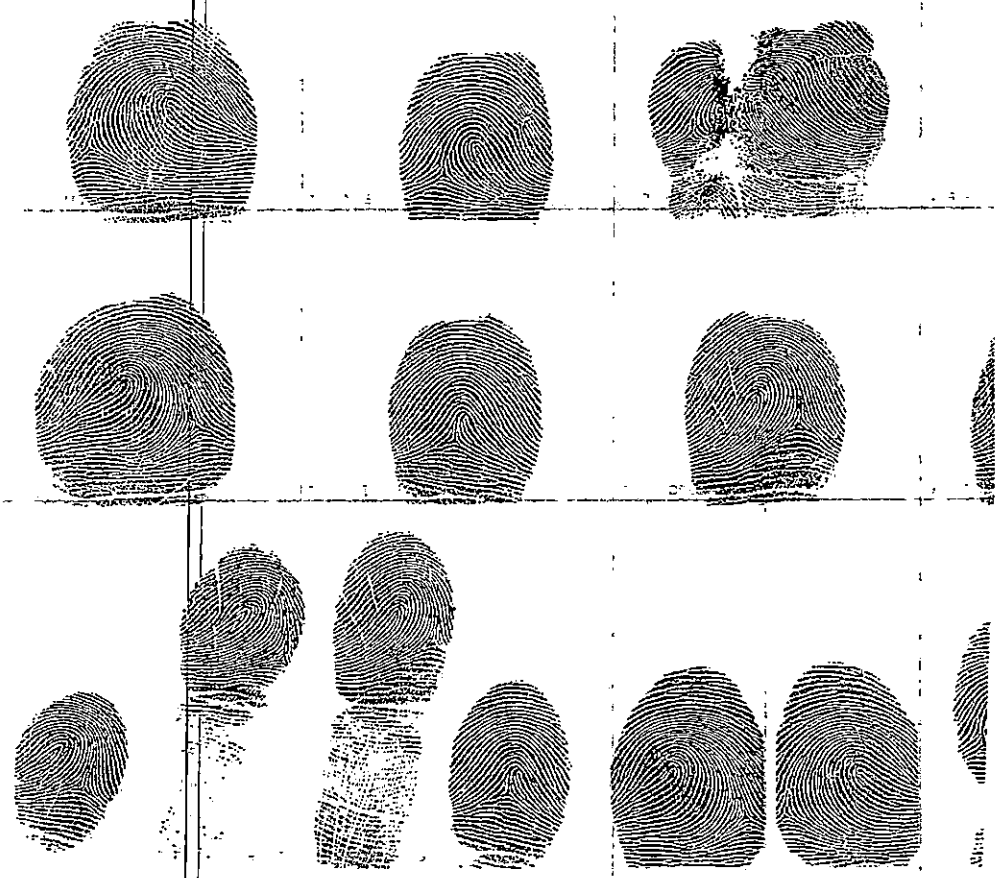
1/21/25

Bonnie Laramie

US

M A 50

APPLICANT SCREENING



Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

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 33-4657859. 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.

Wes Allen
Secretary of State

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

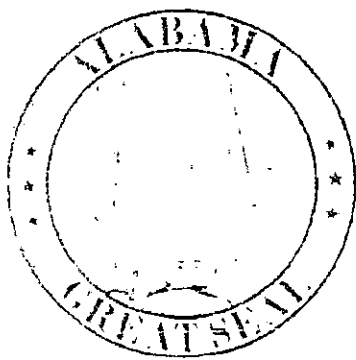
STATE OF ALABAMA

**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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



**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.**

April 18, 2025

Date

RES214395

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: KFPOlOnp7J4d6ZNFJWBH | Proof Updated: Jun. 04, 2025 at 01:01pm CDT
Notice Name: Kahtan Ahmed CPCN

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Lana Pafenbach-Gauthier
lana.gauthier@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide: 1

Ad Class: Legals

Total Column Inches: 1.81

Number of Lines: 16

06/11/2025: Other

21.28

Subtotal	\$21.28
Tax	\$0.00
Processing Fee	\$7.13
Total	\$28.41

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a taxicab and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lagniappe RD June 11, 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 29, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims for Darrell Wiggins

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Darrell Wiggins

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Darrell Wiggins, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk