AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 31, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Father Thomas Heard, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   October 24, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Raymond Mitchell for a waiver of the Noise Ordinance at 965 Elmira Street, on October 31, 2023, from 4:00 p.m. - 10:00 p.m. (District 2).

    Request of Orlando Smoots for a waiver of the Noise Ordinance at 104 S. Royal Street, on November 18, 2023, from 6:00 p.m. - 12:00 a.m. (District 2).

    Request of Kaitlyn Abbott for a waiver of the Noise Ordinance at Fort Conde Inn, on June 8, 2024, from 7:15 p.m. - 11:15 p.m. (District 2).

    Request of Elaine Galloway for a waiver of the Noise Ordinance at the intersection of Gulfdale Street and S. Dauphin Island Parkway, on December 2, 2023, from 9:00 a.m. - 1:00 p.m. (District 3).

    Request of Stephen Breland - Regency HOA for a waiver of the Noise Ordinance at 5770 Chester Court, on November 4, 2023, from 6:00 p.m. - 10:00

p.m. (District 6).

Request of Stephen Breland-Regency HOA for a waiver of the Noise Ordinance at 1200 Westbury Drive, on December 15-16, 2023, from 6:00 p.m. - 10:00 p.m. (District 6).

Request of Jacob Rowe - PACT Theatre for a waiver of the Noise Ordinance at Langan Park, on November 1 - 19, 2023, from 5:00 p.m. - 10:00 p.m. (District 7).

11. PUBLIC HEARINGS

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Karen McCants - Questions about what assistance is available to small businesses based on the City's Rescue Plan.

Christine Dallas - Request the release of the bodycam footage concerning the death of Jawan Dallas.

Alex Lofton - Comments regarding the death of Jawan Dallas.

Michelle Simons - Follow up questions regarding the Dallas case and plans for future training and policy changes.

Betty Martin - Transparency regarding the Jawan Dallas case.

Reverend Tony Algood - Concerns about the need for transparency with the MPD and for them to listen to the community concerning the use of excessive force.

Marvin Charles Lue, Jr., - Comments concerning the resurgence of gun violence in Mobile.

Reggie Hill - Rules pertaining to presentations, claims, letters, etc., selective targeting and discrimination, and economic development.

Reverend Jim Flowers - Advocating for transparency by the Administration relative to release of the body camera footage to the Dallas family.

13. ORDINANCES HELD OVER

02-047 Ordinance to provide for the reapportionment of the seven Council districts for the City of Mobile (sponsored by Mayor Stimpson).

34-050 Ordinance to Amend Chapter 34, "Licenses and Taxation" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS HELD OVER

37-1170 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Decam Lounge; 1270 Dauphin Island Parkway (sponsored by Councilmember Small).

37-1171 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to D Spot Ultra Lounge; 5441 Hwy 90 West (sponsored by Councilmember Reynolds).

15. CIP RESOLUTIONS HELD OVER

09-1186 Transfer funds from capital project CIP Parks-Taylor Park Improvements to Project Grant Match Holding Account to be used as match for the Land and Water Conservation Fund grant; $500,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

16. RESOLUTIONS HELD OVER

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

21-1164 Authorize contract with Tetra Tech, Inc. for disaster consulting services (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

03-1187 Appoint Robert Lasky as Executive Director of Public Safety (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1188 Appoint Johnny Morris as Chief of Mobile Fire and Rescue Department (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1189 Appoint Luckett Robinson to the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1190 Appoint Sidney King to the Mobile Housing Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1191 Approve purchase order to Stivers Ford Lincoln, Inc. for 26 Ford F150 police package trucks; $1,262,846.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1192 Approve change to purchase order to Stivers Ford Lincoln, Inc. for 49 Ford F150 police package trucks; $397,782.00 increase (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1193 Approve purchase order to Sunsouth, LLC for John Deere tractor for

Public Services; $194,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-1194 Authorize change order #1 with Blue Diving & Salvage, Inc. for the Three Mile Creek Dredging Project; $591,926.34 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1195 Authorize contract with E. Cornell Malone Corpo. for roof replacement at Hope Community Center; $318,400.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-1196 Accept covenant of purpose, use and ownership between the City and the U.S. Department of Treasury for Segment 7 of the Three Mile Creek Greenway Trail (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

60-1197 Authorize Settlement Agreement and Mutual Release Agreement with Solid Waste Disposal Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1198 Authorize Settlement Agreement and Release of Claims; University of South Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ORDINANCES BEING INTRODUCED

88-051 Ordinance deeming properties at 2652 and 2656 Weems Drive not now needed for public or municipal purposes and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

18. CONSENT RESOLUTIONS BEING INTRODUCED

03-1201 Appoint Carvine Adams as a full-time judge of the Municipal Court (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

60-1202 Approve award of special bonus to the Administrative Services Employee of the Month; Nelson (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

60-1203 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1204 Determine an appropriation to Princeton Woods Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-1205 Authorize agreement for grant participation with the Southwest Alabama Regional Highway Safety Office (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

08-1206 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1207 Approve purchase order to CL Dews & Sons Foundry & Machinery Co., Inc. for storm drain catch basin grates and frames; $21,819.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1208 Approve purchase order to CivicPlus, Inc. for one-year subscription plus implementation of agenda management software for City Clerk's Office; $21,975.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1209 Approve purchase order to Emergency Equipment Professional, Inc. for engine and fuel system for fire pumper truck; $55,069.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1210 Approve purchase order to Lytx, Inc. for July and August drivecam services for Motor Pool; $48,658.27 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1211 Approve purchase order to SHI International Corp. for one-year subscription for Adobe Sign, Acrobat, and Creative Cloud document management software for MIT; $54,485.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1212 Allocate funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund, Capital Project Civic Center-New Parking Facility; $9,660,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

21-1213 Authorize contract with Thompson Engineering, Inc. for US 45 streetscape improvements $25,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1214 Authorize contract with White-Spunner Construction, LLC for Mobile Civic Center parking facility; $38,160,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

25-1215 Accept five temporary construction easements and one permanent sidewalk easement for the Highway 45 streetscapes improvement project (Wilson Ave. to Prichard Ave.) (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

25-1216 Grant permanent sanitary sewer easement and temporary construction easement to the Board of Water and Sewer Commissioners of the City of Mobile (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

31-1217 Authorize the Mayor to apply, accept and receive a grant for the Hurricane Response Marine Debris Removal Fund through the National Fish and Wildlife Foundation and the National Oceanic and Atmospheric Administration; $463,441.00 ($105,663.36 match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

31-1218 Authorize Amendment No. 1 with the State of Alabama Department of Conservation and Natural Resources for existing grant; Innovating St. Louis Street; $5,442,124.00 additional funding (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 12:31 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 12:13 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j lofton

Date To Address Council: 2023-10-31

Address: 1811 Blackman st

Email: huggybeardapoet@gmail.com

Phone: 2513822258

Subject And Specific Questions: The Jawan Dallas murder by MPD

Pertain To City Business: Transparency in our judicial process

Signature: Alex Jerome lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 12:13:47

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/18/2023 - 10:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/26/2023 - 9:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	10/26/2023 - 1:11 PM

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: Raymond Mitchell
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 264-1608

Organization (if applicable) _____

Mailing Address of Applicant 841 Covan Ave, Mobile AL 36612

Telephone No. (251) 264-1608 E-mail address Jamarqis1@yahoo.com

Location or address of event where amplification will be used:
965 Elmira st mobile, al 36604

Date of Event: October 31,2023 Starting Time: 4pm Ending Time 10pm

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

Type of Event: Halloween celebration

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Smoots	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:26 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: Orlando Smoots
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-433-8093 Cell Number: 251-518-0669

Organization (if applicable) N/A

Mailing Address of Applicant 658 S. Washington Ave

Telephone No. Same E-mail address Smoots tc3@yahoo

Location or address of event where amplification will be used:

104-148 S. Royal St Mobile, AL 36602

Date of Event: Nov. 18, 2023 Starting Time: 6:00 Ending Time 12:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Celebration

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

Music containing obscene language or profanity is prohibited

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

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Abbott	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:28 PM

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: Kaitlyn Abbott
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2514903159

Organization (if applicable) _____

Mailing Address of Applicant 717 Hoadley Dr, Bham, AL 35213

Telephone No. 2514903159 E-mail address kaityjabbott@gmail.com

Location or address of event where amplification will be used:
Fort Conde Inn

Date of Event: 6/8/2024 Starting Time: 7:15pm Ending Time 11:15pm

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

2023OCT25 AM 7:59

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Galloway	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 2:00 PM

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.:

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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: ELAINE GALLOWAY
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 512-474-2519

Organization (if applicable) REVITILIZE DIP

Mailing Address of Applicant 2385 WILLOWDALE ST. MOBILE, AL 36605

Telephone No. 512-474-2519 E-mail address egallowayme@gmail.com

Location or address of event where amplification will be used:
GULFDALE PROMENADE @ GULFDALE & SOUTH DIP

Date of Event: 12/2/23 Starting Time: 9:00AM Ending Time 1:00 PM

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

Type of Event: FESTIVAL & CAR SHOW

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

Music containing obscene language or profanity is prohibited

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

2023 OCT 20 AM 9:49

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Stephen Breland	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:30 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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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: Stephen Breland-Regency HOA
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-751-3577

Organization (if applicable) Regency HOA

Mailing Address of Applicant 5770 Chester Ct Mobile, AL 36609

Telephone No. 251-751-3577 E-mail address stephen.breland@me.co

Location or address of event where amplification will be used:
5770 Chester Court Mobile, AL 36609

Date of Event: 11/4/23 Starting Time: 6pm Ending Time 10pm

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

Type of Event: Neighborhood tailgate/football watch 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
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

RECEIVED
2023 OCT 24 AM 9:57

24

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Stephen Breland	Cover Memo	10/26/2023
Stephen Breland3	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:37 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Stephen Breland-Regency HOA
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-751-3577

Organization (if applicable) Regency HOA

Mailing Address of Applicant 5770 Chester Ct Mobile, AL 36609

Telephone No. 251-751-3577 E-mail address stephen.breland@me.co

Location or address of event where amplification will be used:
1200 Westbury Dr Mobile, AL 36609

Date of Event: 12/15/23 Starting Time: 6pm Ending Time 10pm

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

Type of Event: Neighborhood Kids Christmas 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
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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: Stephen Breland-Regency HOA
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-751-3577

Organization (if applicable) Regency HOA

Mailing Address of Applicant 5770 Chester Ct Mobile, AL 36609

Telephone No. 251-751-3577 E-mail address stephen.breland@me.co

Location or address of event where amplification will be used:
1200 Westbury Dr Mobile, AL 36609

Date of Event: 12/16/23 Starting Time: 6pm Ending Time 10pm

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

Type of Event: Neighborhood Adults Christmas 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
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

DLO

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Rowe	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:39 PM

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: Jacob Rowe
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-510-1164

Organization (if applicable) PACT Theatre

Mailing Address of Applicant 5025 Cottage Hill Road, Mobile, AL 36609

Telephone No. _____ E-mail address jacob@thepactmobile.com

Location or address of event where amplification will be used:
Langan Municipal Park, 4901 Zeigler Blvd, Mobile, AL 36608

Date of Event: 11/1/23-11/19/23 Starting Time: 5:00 pm Ending Time 10:00 pm

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

Type of Event: outdoor musical theatre/CoM-partnered event

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

2023 OCT 25 AM 7:53

Noise Ordinance Waiver Request Form - Theatre Under the Stars: Disney's Tarzan

Wigfield, Kati <kati.wigfield@cityofmobile.org>

Wed 10/25/2023 7:47 AM

To:City Clerk <cityclerk@cityofmobile.org>

1 attachments (201 KB)

Tarzan - Noise Ordinance Waiver Request Form.pdf;

Good morning,

Please find attached the noise ordinance waiver for an event being held at Langan Municipal Park. This is a CoM partnered event as well. Please let me know if anything additional is needed. The majority of the days requested are for the rehearsals being held at the park; actual performance days are 11/9-11/11 and 11/16-11/18.

Thank you,
Kati

Kati Wigfield
City Events Specialist
City of Mobile Parks & Recreation Department
48 N. Sage Ave. | Mobile, Alabama 36607
Office: 251.208.1552
kati.wigfield@cityofmobile.org | mobileparksandrec.org

2023 OCT 25 AM 7:53

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Dallas	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 12:30 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 12:00 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-10-31

Address: 10523 Beverly Rd Irvington Al 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: Release of body can for Jawan Dallas

Pertain To City Business: Jawan Dallas was killed by the Mobile Police Department

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 12:00:42

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:47 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 12:13 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j lofton

Date To Address Council: 2023-10-31

Address: 1811 Blackman st

Email: huggybeardapoet@gmail.com

Phone: 2513822258

Subject And Specific Questions: The Jawan Dallas murder by MPD

Pertain To City Business: Transparency in our judicial process

Signature: Alex Jerome lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 12:13:47

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Simons	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 12:33 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 9:56 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Michelle Blake Simons

Date To Address Council: 2023-10-31

Address: 1106 Savannah St

Email: michelleblake09@gmail.com

Phone: 6175711068

Subject And Specific Questions: Follow up questions regarding the Dallas case and plans for future training and policy changes that will make this kind of thing less likely to happen.

Pertain To City Business: At the moment, the city is in a very painful negotiation with the family of a young Black man who died after being tased by the police. We must commit to doing whatever we can to make sure this kind of heartbreaking incident does not happen again.

Signature: Michelle Blake Simons

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 09:56:33

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 12:33 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 10/25/2023 9:37 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Betty Kay Martin

Date To Address Council: 2023-10-31

Address: 8770 DK Rd

Email: 85bkbm@gmail.com

Phone: 2513056823

Subject And Specific Questions: Transparency regarding Jawan Dallas case.

Pertain To City Business: Mobile police department

Signature: Betty Kay Martin

Signature Verify: X

Agree: X

Date Submitted: 2023-10-25 21:37:54

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:09 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 12:45 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev. Tonny Algood

Date To Address Council: 2023-10-31

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 251-680-4266

Subject And Specific Questions: The need for transparency with MPD and the critical need for the MPD to listen to the people in our community who are most directly affected by the use of excessive force by the police. These are the people who can best come up with the solutions and the "Ministers" and "Community Leaders" should follow the leadership OF THE PEOPLE IN THE COMMUNITY WHO ARE MOST AFFECTED.

Pertain To City Business: The MPD is part of the City of Mobile

Signature: Rev. Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 12:45:26

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Charles	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	10/26/2023 - 1:51 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 1:06 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Marvin Charles Lue Jr

Date To Address Council: 2023-10-31

Address: 2197 Spring Grove W

Email: thatmanlue@gmail.com

Phone: 786.375.1011

Subject And Specific Questions: Resurgence of Gun Violence in Mobile

Pertain To City Business: Community Safety

Signature: Marvin Charles Lue Jr

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 13:06:49

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/26/2023 - 2:01 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 10/31 Agenda
Date: Thursday, October 26, 2023 1:53:05 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon. Sending positivity your way. This is a formal request to be added to the upcoming Agenda.

I will address the following:
* Rules regarding Citizen Communications (Presentations, Claims, Letters, etc.)
* Selective Targeting and Discrimination
* Economic Development

Thank you for your attention to this matter and for all that you do!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748



AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Flowers	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/26/2023 - 2:03 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 10/26/2023 1:55 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: The Rev. Jim Flowers

Date To Address Council: 2023-10-31

Address: 151 S. Ann St. Mobile, Al. 36604

Email: rector@allsaintsmobile.org

Phone: 251-644-9993

Subject And Specific Questions: I will be advocating for transparency by the city administration relative to the arrest and tazing of Jawan Dallas. In particular, i support the release of the body camera footage to the Dallas family.

Pertain To City Business: Just policing in the city of Mobile

Signature: Jim Flowers

Signature Verify: X

Agree: X

Date Submitted: 2023-10-26 13:55:26

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
chart	Cover Memo	10/5/2023
ordinance	Cover Memo	10/6/2023
map and chart	Cover Memo	10/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2023 - 1:34 PM

City of Mobile
2023 Council Districts

	TP	TVP	TP Black	TVP Black	TP % Black	TVP % Black	TP White	TVP White	TP % White	TVP % White	TP Other	TVP Other	TP % Other	TVP % Other
1	29,286	22,586	21,118	15,753	72.11	69.75	7,160	6,068	24.45	26.87	1,008	765	3.44	3.39
2	28,207	22,761	18,170	14,134	64.42	62.1	9,063	7,851	32.13	34.49	974	776	3.45	3.41
3	29,232	21,327	21,199	14,533	72.52	68.14	6,835	5,922	23.38	27.77	1,198	872	4.1	4.09
4	30,179	24,289	9,970	7,461	33.04	30.72	17,628	14,872	58.41	61.23	2,581	1,956	8.55	8.05
5	30,467	24,124	9,421	6,837	30.92	28.34	18,053	15,020	59.25	62.26	2,993	2,268	9.82	9.4
6	29,459	23,083	7,992	5,621	27.13	24.35	18,284	15,065	62.07	65.26	3,183	2,397	10.8	10.38
7	30,000	23,058	17,273	12,275	57.58	53.24	10,999	9,516	36.66	41.27	1,728	1,266	5.76	5.49
	206,830	**161,228**	**105,143**	**76,614**	**50.84**	**47.52**	**88,022**	**74,314**	**42.56**	**46.09**	**13,665**	**10,300**	**6.61**	**6.39**

Total Population: 206,830
Mean Target Population: 29,547
Max Target Population: 31,320 (6% of mean)
Min Target Population: 27,774 (6% of mean)

Date: October 3, 2023

Data compiled using the 2020 U.S. Census (OMB) data: https://redistricting2.esri.com/redistricting/index.html

Census data downloaded from U.S. Census: https://data.census.gov/cedsci/table?g=0500000US01097%241000000&y=2020&d=DEC%20Redistricting%20Data%20%28PL%2094-171%29&tid=DECENNIALPL2020.P1

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT OF THE SEVEN COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson

WHEREAS, section 11-44C-13 of the Code of Alabama provides that the Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, on May 9, 2023, the Council approved Resolutions to provide residents of certain unincorporated areas of the County an opportunity to annex and become residents of the City of Mobile, and thereafter, on July 18, 2023, residents of three unincorporated areas cast ballots on the issue and voted in favor of annexation; and,

WHEREAS, the results of the election were certified on July 25, 2023, at which time the three areas that voted in favor of annexation became a part of the City of Mobile; and,

WHEREAS, pursuant to section 11-42-73 of the Code of Alabama the Council desires to reapportion the City's seven Council Districts to embrace the areas that annexed and became part of the City so as to afford opportunity to all persons entitled to vote at elections in the City and to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City=s population so as to provide fair and equal representation to all citizens of the City of Mobile.

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

SECTION ONE: The seven city council districts shall be as follows:

1. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	701	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
1	702	| 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 1006 | 1007 | 1009 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2016 | 3001 | 3002 | 3003 | 3004
1	801	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 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 | 2025 | 2026 | 2027 | 2028 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019
1	802	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008
1	901	| 1021
1	2501	| 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2015 | 3000 | 3001 | 3003 | 3004 | 3007 | 3012 | 3013 | 3017 | 3018 | 3022 | 3023 | 3024
1	2502	| 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3001 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1011 | 3000 | 3002 | 3003 | 3004
1	2600	| 2004 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3007
1	2700	| 1018 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1030 | 2013 | 2014 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1029 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 1000 | 1003 | 1019 | 1020 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1001 | 1002 | 1004 | 1005

1	2800	| 1004 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1015 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 5000 | 5001 | 5002 | 5003 | 5004 | 5005 | 5006 | 5007 | 5008 | 5009 | 5010 | 5011 | 5012 | 5013 | 5014 | 5015 | 5016 | 5017 | 5018 | 1000 | 1001 | 1002 | 1003 | 1005 | 1013 | 1014 | 2000 | 2001 | 2005 | 3002 | 3003 | 3010
1	2900	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 3003 | 3004 | 3005 | 3007 | 3008 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3023 | 3025 | 3026 | 3028 | 3030 | 3031 | 3032 | 3033 | 3035 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 3000 | 3001 | 3002 | 3006 | 3009 | 3020 | 3021 | 3022 | 3024 | 3027 | 3029
1	3402	| 2012 | 2013 | 3000 | 3001 | 3002 | 3003 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2010 | 2011 | 1005
1	3901	| 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1028 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 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 | 2025 | 2026 | 2027 | 2028 | 1029 | 1031 | 1032 | 1033
1	3902	| 1026 | 1027 | 1001 | 1002 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1024 | 1025 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
1	4900	| 4018 | 4019

2. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
2	200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 2008 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 |

		2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024
2	401	| 3015 | 3019 | 3020 | 2012 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3010 | 3016 | 3017 | 3018 | 3004 | 3005 | 3006 | 3007 | 3012 | 3013 | 3014 | 4005 | 4015 | 4016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2013 | 2017 | 3000 | 3001 | 3002 | 3003 | 3008 | 3009 | 3011 | 4000 | 4001 | 4002 | 4003 | 4004 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4017 | 4018 | 4019 | 4020 | 4021
2	402	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	500	| 2009 | 2014 | 2015 | 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 1001
2	600	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2010
2	702	| 1001 | 1002 | 1003 | 1004 | 1008 | 1010 | 1011 | 1012 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	901	| 1007 | 1008 | 1009 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1010 | 1013
2	902	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 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 | 2025

2	903	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
2	1001	| 1004 | 1013 | 2005 | 2014 | 1000 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	1002	| 1014 | 1016 | 1017 | 1018 | 1019 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2037 | 2038 | 2039 | 2040 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 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 | 2033 | 2034 | 2035 | 2036 | 2041
2	1100	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018
2	1200	| 1003 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1158 | 1160 | 1184 | 1185 | 1194 | 1204 | 1207 | 2000 | 1077 | 1084 | 1202 | 1048 | 1049 | 1050 | 1051 | 1056 | 1057 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1072 | 1075 | 1076 | 1078 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1201 | 1002 | 1004 | 1005 | 1006 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1052 | 1054 | 1055 | 1079 | 1080 | 1081 | 1082 | 1083 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1199 | 1200 | 1203 | 1205 | 1206 | 1000 | 1007 | 1008 | 1010 | 1011 | 1016 | 1017 | 1183 | 1001 | 1009 | 1118

2	1400	| 1028 | 1030 | 1032 | 1033 | 1034 | 1035 | 1036 | 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 | 2025 | 2026 | 2027 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1029 | 1031
2	1501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026
2	2100	| 1000 | 1001 | 1002
2	2200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005
2	2301	| 2005
2	2302	| 2000 | 2001 | 2002 | 2006
2	2400	| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 2007 | 2008 | 2009 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 3003 | 3004 | 3005 | 3008 | 3009 | 3010 | 3011 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024 | 3000 | 3001 | 3002 | 3006 | 3007 | 3012
2	2501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 2010 | 2011 | 2012 | 2013 | 2014 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 3002 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3016 | 3019 | 3020 | 3021 | 3025
2	2502	| 1002
2	2900	| 1009 | 1010 | 1011 | 1013 | 1014 | 1015 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 1006 | 1007 | 1008 | 1012
2	3800	| 1128 | 1136 | 1137 | 1104 | 1114 | 1115 | 1116 | 1117 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 |

		1153 | 1154 | 1155 | 1156 | 1066 | 1098 | 1102 | 1118 | 1124 | 1125 | 1126 | 1166 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1096 | 1103 | 1105 | 1106 | 1107 | 1108 | 1109 | 1173 | 1065 | 1067 | 1069 | 1089 | 1095 | 1080 | 1045 | 1046 | 1047 | 1048 | 1051 | 1062 | 1063 | 1070 | 1071 | 1072 | 1073 | 1075 | 1076 | 1077 | 1078 | 1079 | 1175 | 1049 | 1050 | 1168 | 1170
2	5200	| 1000 | 1042
2	5300	| 1044 | 1045
2	5602	| 2022 | 2025 | 2030
2	7600	| 1000 | 1015 | 2017 | 2040 | 2000 | 2001 | 2003 | 2004 | 2016
2	7700	| 1004 | 1008

3. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	1200	| 1118 | 1156 | 1157 | 1159 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	1302	| 1009 | 1010 | 1011 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 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 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 3004 | 3008 | 3009 | 3018 | 3019 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1002 | 1003 | 1004 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 3000 | 3001 | 3002 | 3003 | 3005 | 3006 | 3007 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3020 | 3021 | 3022
3	1501	| 1027 | 1028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015
3	1502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016
3	1800	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 |

		2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2000 | 2009
3	1901	| 1004 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 1000 | 1001 | 1002 | 1003 | 1005 | 2008
3	1902	| 2003 | 2000 | 2001 | 2002 | 2004 | 2005 | 2006 | 2007 | 2012 | 2013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
3	2000	| 2000 | 2001 | 2006 | 2003 | 2004 | 2027 | 2038 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2002
3	2100	| 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 2005 | 3007 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2001 | 2002 | 2003 | 2004 | 1014 | 1015 | 2000
3	2200	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3007 | 3009 | 3011 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3010 | 3012 | 3013
3	2301	| 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1000 | 1001 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	2302	| 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1014 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009
3	2400	| 2021 | 2022 | 2023
3	2900	| 2007 | 2008 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 3034 | 3036
3	3100	| 3021 | 3022 | 3023 | 3026 | 3027 | 3028 | 3029 | 3030 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3024 | 3025

3	3205	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3007
3	7000	| 1001 | 1018 | 1020 | 1021 | 1030
3	7400	| 2000 | 2001 | 2003 | 2005 | 2006 | 2007 | 2015 | 2016 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1011 | 1015 | 1016 | 1018 | 1019 | 1022 | 1023 | 1024 | 1026 | 1045 | 1046 | 1048 | 1049 | 1053 | 1054 | 1055 | 1056 | 2002 | 2004 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3007 | 3010 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 4020 | 4021 | 4022 | 4023 | 1002 | 1005 | 1006 | 1010 | 1012 | 1013 | 1014 | 1017 | 1020 | 1021 | 1060 | 1061 | 1062 | 1009 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1047 | 1050 | 1051 | 1052 | 1059 | 1000 | 1001 | 1003 | 1004 | 1007 | 1008 | 1057 | 1058
3	990000	| 0001 | 0002

4. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	2000	| 2024 | 2028 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036
4	3000	| 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1023 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1045 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1024 | 1025 | 1026 | 1027 | 1042 | 1043 | 1044 | 1046 | 1047 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2000 | 2001 | 2002
4	3100	| 1005 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1026 | 2010 | 2012 | 2013 | 2014 | 2016 | 2017 | 2023 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1007 | 1016 | 1025 | 2018 | 2019 | 2020 | 2021 | 2022 | 2007 | 2008 | 2009 | 2011 | 2015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006

4	3705	| 2004 | 3003 | 3004 | 3005 | 3006 | 2002 | 2003 | 2005 | 2006 | 1009 | 1010 | 1011 | 2000 | 2001 | 3000 | 3002 | 3001 | 3007
4	3706	| 2004 | 2005 | 2007 | 2008 | 2011 | 2012 | 2014 | 2015 | 1007 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2006 | 2009 | 2010 | 2013 | the portion of Block 1001 south of the south boundary of Medal of Honor Park
4	3707	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009
4	3710	| 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 1000 | 1001 | 1002 | 1003 | 1009 | 1010
4	3711	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015
4	3712	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
4	6802	| 1022 | 2000 | 2007 | 2008 | 2013 | 2014 | 2015 | 2016 | 3014 | 3016 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3000 | 3001 | 3002 | 3004 | 3005 | 3007 | 3008 | 3009 | 3010 | 3011 | 3015 | 3017
4	6902	| 1000 | 1001| 1009 | 1010 | 1011 | 1021
4	7000	| 4030 | 3001 | 3002 | 3008 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3053 | 2010 | 2011 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 3000 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3010 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3039 | 3041 | 3042 | 3043 | 3044 | 3052 | 4020 | 4021 | 4022 | 4027 | 4028 |

		2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2012
4	7101	| 3008 | 2000 | 2001 | 2002 | 2005 | 2014 | 2015 | 2016 | 2017 | 3000 | 3006 | 3007
4	7102	| 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1021 | 1022 | 1025 | 1026 | 1029 | 1034 | 1035 | 1037 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2011 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1000 | 1001 | 1002
4	7103	| 1002 | 1005 | 1000 | 1001

5. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	3202	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1014 | 1015 | 1016 | 1017 | 1018 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 1012 | 1013
5	3203	| 1001 | 1002 | 1003 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 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 | 2025 | 2026 | 1000 | 1004 | 1005 | 1018
5	3205	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010
5	3206	| 1026 | 1035 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1036 | 1037 | 1038 | 1039 | 1040
5	3207	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 2000| 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
5	3301	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010

5	3302	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1001 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1039 | 1040 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034
5	3501	| 3009 | 3010 | 3011 | 3012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 1019 | 1020 | 1021 | 1022 | the portion of block 1018 south of the rear property lines of the residences that front Carmel Drive N and Hathaway Drive N | the portion of block 2000 extending to the rear property line of the residences that front Ridgelawn Drive W and Carmel Drive N
5	3502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2001 | 2002 | 2024 | 2025 | 2000
5	3606	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018| 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3000
5	3704	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3029 | 3030 | 3031 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016
5	3707	| 1007 | 1014 | 1015 | 1021

6. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
6	3607	| 1009 | 1010 | 2006 | 2008 | 2009 | 2010

6	3703	| 1000 | 1001 | 1005 | 1006 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 1002 | 1003 | 1004 | 1007 | 1008 | 1010 | 1012
6	3704	| 2017 | 3028
6	3705	| 2007 | 3008 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1000 | 1004
6	3706	| 1000 | the portion of Block 1001 north of the south boundary of Medal of Honor Park | 1002 | 1003 | 1004 | 1005 | 1006 | 1008
6	3708	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 3001 | 3003 | 3007 | 2000 | 2001 | 2005 | 2009 | 3000 | 3002 | 3004 | 3005 | 3006
6	3711	| 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007
6	6408	| 2006 | 2008 | 2009 | 2010 | 1010 | 1013 | 2007 | 1003 | 1004 | 1005 | 2001 | 2002 | 2003 | 1000 | 1001 | 1002 | 1006 | 1007 | 1008 | 1009 | 1011 | 1012 | 2000 | 2004 | 2005
6	6409	| 2011 | 2012 | 2013 | 2014 | 1002 | 1018 | 2009 | 2010 | 3023 | 3024 | 3025 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | the portion of block 1003 that is within the corporate limits of the City of Mobile
6	6410	| 1005 | 1007 | 1008 | 1010 | 1011 | 1012 | 2010 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2011
6	6411	| 1000 | 1001 | 1002 | 1003 | 1008 | 1009 | 1010 | 1011 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011
6	6412	| the portion of block 1000 that is within the corporate limits of the City of Mobile| the portion of block 1001 that is within the corporate limits of the City of Mobile | the portion of block 1002 that is within the corporate limits of the City of Mobile | the portion of block 1008 that is within the corporate limits of the City of Mobile | the portion of block 1009 that is within the corporate limits of the City of Mobile
6	6802	| 1002 | 1003 | 1000 | 3006 | 3013 | 3034
6	6804	| 1000 | 1001 | the portion of block 1002 that is within the corporate limits of the City of Mobile | the portion of block 1004 that is within the corporate limits of the City of Mobile | the portion of block 1005 that is

		within the corporate limits of the City of Mobile | the portion of block 1007 that is within the corporate limits of the City of Mobile | the portion of block 1009 that is within the corporate limits of the City of Mobile |1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2014 | 2015 | the portion of block 1013 that is within the corporate limits of the City of Mobile

7. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	3302	| 2000| 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009
7	3404	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1035 | 1036 | 1037 | 1000 | 1007 | 1008 | 1009 | 1010 | 1031 | 1032 | 1033 | 1034
7	3405	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034
7	3406	| 1002 | 1003 | 1005 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 1000 | 1001 | 1004 | 1006 | 1007 | 1008 | 1010 | 3000 | 3001 | 3002 | 3003
7	3408	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1001
7	3409	| 1013 | the portion of block 2012 that is within the corporate limits of the City of Mobile | the portion of block 2013 that is within the corporate limits of the City of Mobile | 2023 | the portion of block 1000 that is within the corporate limits of the City of Mobile | 1001 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1018 | 1019 | 1017
7	3410	| 1007 | 1016 | 1017 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 1004 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1006 | 2000 | 2001 | 2006 | 1000 | 1001 | 1002 | 1003 |

		1005 | 3000 | 3001 | 2018 | 2019 | the portion of block 2017 that is within the corporate limits of the City of Mobile
7	3501	| 2001 | 2004 | 2006 | 2009 | 2010 | 2012 | 2014 | 2016 | 2018 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | the portion of block 1018 north of the rear property lines of the residences that front Carmel Drive N and Hathaway Drive N | the portion of block 2000 to the rear property lines of the residences that front Ridgelawn Drive W and Carmel Drive N | 2002 | 2003 | 2005 | 2007 | 2008 | 2011 | 2013 | 2015 | 2017 | 2019 | 2020 | 2021 | 2024 | 2025 | 1016 | 1017
7	3502	| 1009
7	3602	| 3001 | 3002 | 3003 | 3004 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2014 | 2015 | 2016 | 3000 | 2006 | 2012 | 2013
7	3606	| 1000
7	3607	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2013 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3011 | 2000 | 2011 | 2012 | 3000 | 3001 | 3008 | 3010
7	3608	| 1006 | 1013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029
7	6102	| the portion of block 1061 that is within the corporate limits of the City of Mobile | the portion of block 1068 that is within the corporate limits of the City of Mobile
7	6306	| the portion of block 2038 that is within the corporate limits of the City of Mobile
7	6402	| 1008 | 1018 | 1023 | 1024 | 1025 | 1026 | 1027 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 3006 | 3018 | 3020 | 3023 | the portion of block 3000 that is within the corporate limits of the City of Mobile | the portion of block 3002 that is within the corporate limits of the City of Mobile | the portion of block 3007 that is

		within the corporate limits of the City of Mobile | the portion of block 3021 that is within the corporate limits of the City of Mobile
7	6403	| 2000 | 2003 | 2005 | 2015 | 2016 | 2027 | 2033 | 1000 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 2017 | 2029 | 2004 | 2008 | 2009 | 2010
7	6409	| 1000 | 1001 | 1019 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
7	6411	| 1004 | 1005 | 1006 | 1007 | 1012 | 2000 | 2001 | 2010 | 2011 | 2012 | 2013 | 3007 | 4000 | 4001 | 4002 | 4003 | 4004
7	980000	| 1002 | 1004 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1003

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each district contains as nearly as is reasonable the same population and that the districts are, as near as practicable, of equal population according to the last federal decennial census.

SECTION FOUR: A map showing the boundaries of these council districts is attached hereto and incorporated herein by reference. In the event of a conflict between the attached map and the written description of the territories described above, the depiction of the territory on the attached map shall control and be given effect.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to all municipal elections, regular or special, held after this Ordinance becomes effective.

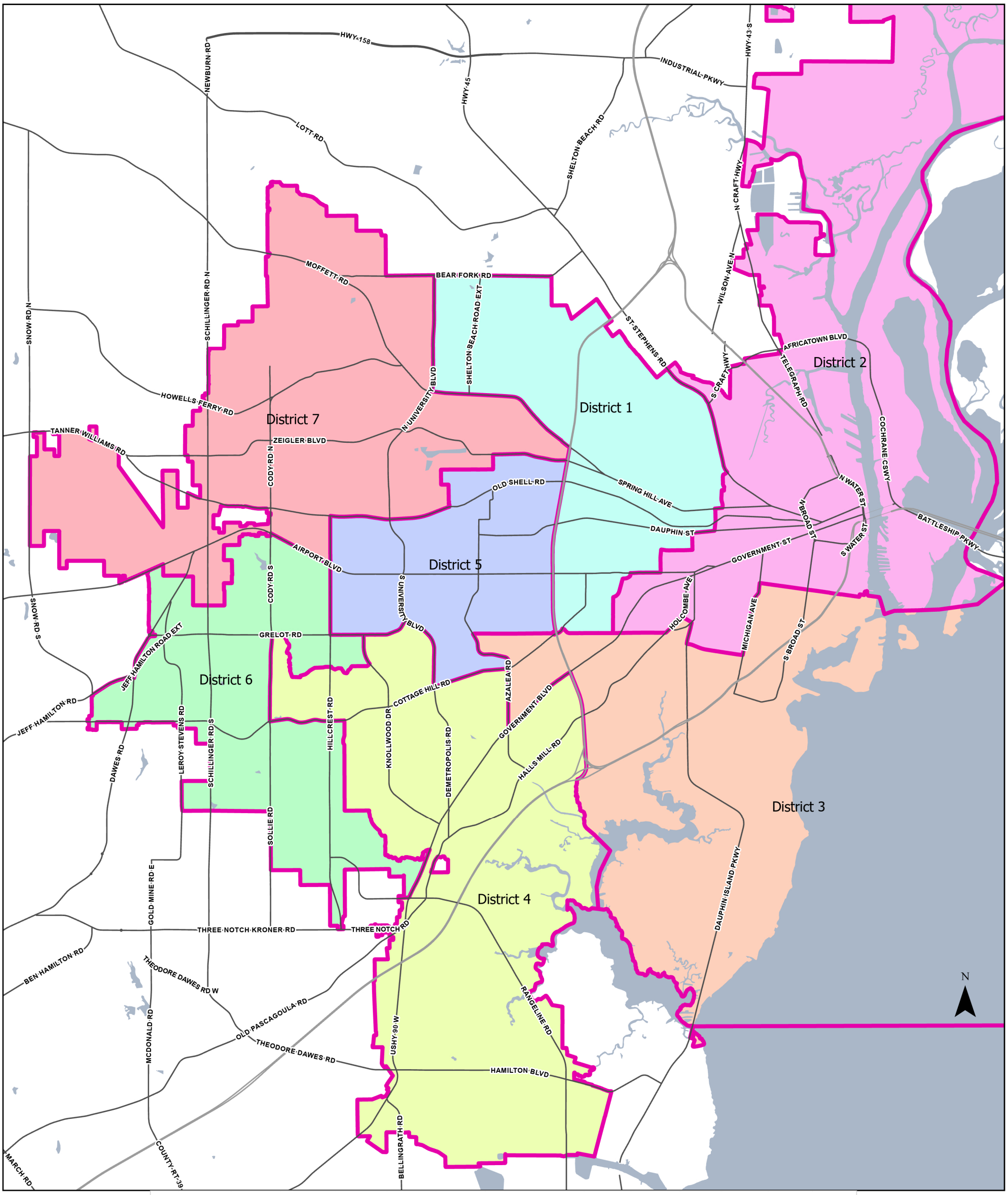
ADOPTED:

_____
CITY CLERK

Date Exported:
10/2/2023

Final Draft

City of Mobile Council Districts



City of Mobile Council Districts
10/2/2023 - Final Draft

	TP	TVP	TP Black	TVP Black	TP % Black	TVP % Black	TP White	TVP White	TP % White	TVP % White	TP Other	TVP Other	TP % Other	TVP % Other
1	29,286	22,586	21,118	15,753	72.11	69.75	7,160	6,068	24.45	26.87	1,008	765	3.44	3.39
2	28,207	22,761	18,170	14,134	64.42	62.1	9,063	7,851	32.13	34.49	974	776	3.45	3.41
3	29,232	21,327	21,199	14,533	72.52	68.14	6,835	5,922	23.38	27.77	1,198	872	4.1	4.09
4	30,179	24,289	9,970	7,461	33.04	30.72	17,628	14,872	58.41	61.23	2,581	1,956	8.55	8.05
5	30,467	24,124	9,421	6,837	30.92	28.34	18,053	15,020	59.25	62.26	2,993	2,268	9.82	9.4
6	29,459	23,083	7,992	5,621	27.13	24.35	18,284	15,065	62.07	65.26	3,183	2,397	10.8	10.38
7	30,000	23,058	17,273	12,275	57.58	53.24	10,999	9,516	36.66	41.27	1,728	1,266	5.76	5.49
	206,830	**161,228**	**105,143**	**76,614**	**50.84**	**47.52**	**88,022**	**74,314**	**42.56**	**46.09**	**13,665**	**10,300**	**6.61**	**6.39**

Total Population: 206,830		Max Target Population: 31,320 (6% of mean)	
Mean Target Population: 29,547		Min Target Population: 27,774 (6% of mean)	62

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to establish business license codes for Short-Term Rental properties and for Real Property Management

Amount of Contract:

n/a

Effective Date of Contract:

10/31/2023

Funding Source

Project # Ordinance to Amend Chapter 34 - Licenses and Taxation **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 34 - Licenses and Taxation	Ordinance	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 11:14 AM
			10/19/2023 -

Legal	Kern, Chris	Approved	12:58 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:47 PM

34-_____ 2023

AN ORDINANCE TO AMEND
CHAPTER 34 − LICENSES AND TAXATION − OF THE MOBILE CITY CODE

_____

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section One. Findings and Purpose

(a) The Uniform Development Code adopted by the City Council on July 12, 2022 established certain permitting requirements and site and design criteria for Short-Term Rentals located in areas of the City other than within the Downtown Development District. One of those required criteria is that "a valid City of Mobile business license must be obtained for each discrete Short-Term Rental location."

(b) The Licenses and Taxation Chapter of the Mobile City Code levies and assesses a business license fee for the privilege of doing any kind of business, trade, profession or other activity in the city or the police jurisdiction. [Chapter 34, Article III, Business License Code and Schedule of Licenses, Section 34-41]. The purpose of this Ordinance is to establish business license codes for Short-Term Rental properties and for Real Property Management. The City Council desires to make it clear that any person or entity providing Short-Term Rentals within the City or its police jurisdiction, whether located in the Downtown Development District or elsewhere, is a "business" required to obtain a "business license" as defined in Article III of Chapter 34 of the Mobile City Code.

(c) The City business license categories established herein do not affect lodging taxes, which are due and owing on gross receipts from charges for lodgings and accommodations as provided by City Code.

(d) The City Council hereby finds that the City's regulation of short-term rental uses is a valid exercise of the City's police power conferred by Code of Ala. 1975, § 11-45-1 and its licensing power conferred by Code of Ala. 1975, § 11-51-90, and furthers the legitimate governmental interests of the City.

Section Two. Amendment of Article III, Chapter 34, Schedule of Licenses

The Schedule of Licenses section set forth in Article III of Chapter 34 of the Mobile City Code titled "Business License Code and Schedule of Licenses," is hereby amended as follows:

(a) Amend existing NAICS code 721311 to read in its entirety as follows:

NAICS	TITLE	LICENSE RATE
721311	Real Property - Short-term rental – the rental of a dwelling unit, dwelling of any type, room, building, house or other structure or the part of a structure, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one-hundred and eighty (180) consecutive days per rental period (excludes 721310, 721313, 721311 and 721111). Also excludes a rental between parties to the sale of such building, etc., where valid documentation of the sale is provided. Lodging tax must be filed and remitted. Individuals utilizing a third party for lodging tax collections shall submit a transaction history detail provided by the third party or other similar document that shows the dates booked, gross revenue, and lodging tax remitted.	0.003259

(b) Add the following NAICS code:

NAICS	TITLE	LICENSE RATE
531311	Real Property Management. Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.	0.002621

Section Three. Amendment of and Addition to Definitions in City Code Chapter 34

That Chapter 34, Article III, Section 34-43 of the Mobile City Code is hereby amended to add the following definitions:

Short-Term Rental means a lodging accommodation for transient guests where a residential dwelling unit or any part thereof is provided in exchange for compensation. Includes the rental of a residential dwelling unit or dwelling of any type, room, building, house, or other habitable structure, or any part thereof, including a manufactured home, that is or can be utilized as a transient sleeping place by one or more persons for less than one hundred eighty (180) consecutive days per rental period. Hotels, motels, bed and breakfasts, and other land uses explicitly defined and regulated by the Unified Development Code, Chapter 64 of the Mobile City Code, separately

from short-term rentals are not considered short-term rentals. Excludes a rental between parties to the sale of such dwelling unit or building where valid documentation of the sale is provided. Excludes rentals of property subject to the Alabama Uniform Residential Landlord and Tenant Act, Code of Ala. § 35-9A-101 et seq.

Real Property Management means any person or entity that engages in rental leasing and/or property management services within the City of Mobile or its police jurisdiction within the meaning of Alabama Code Section 34-27-30 and Administrative Regulations applicable to the Alabama Real Estate Commission, including any person or entity that engages in renting or offering to rent a short-term rental. Must hold broker's license from Alabama Real Estate Commission. Excludes those persons or entities exempt from the licensing requirements set forth in Alabama Code Section 34-27-2 and listing services or online platforms for short-term rentals.

Section Four. Amendment of and Addition to City Code Section 34-46

That Chapter 34, Article III, Section 34-46 of the Mobile City Code is hereby amended to add a subsection (b) so that Section 34-46 now reads in its entirety as follows:

Section 34-46. License shall be location specific.

(a). For each place at which any business is carried on, a separate license shall be paid, and any person desiring to engage in any business for which a license is required shall designate the place at which business is carried on, and the license to be issued shall designate such place, and such license shall authorize the carrying on of such business only at the place designated.

(b) The following provisions apply to Short-Term Rentals:

(1) A valid City of Mobile Business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.

(2) Any person or entity serving or operating as a Short-Term rental Manager that is not also the owner of the property proposed to be covered under the license must obtain their own separate Business License pursuant to the Mobile City Code.

(3) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-term rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-term rental period to address problems or complaints associated with the Short-term rental.

Section Five. Existing Law.

All other provisions and sections set forth in the Mobile City Code not specifically amended herein shall remain in full force and effect.

Section Six. Severability.

The provisions of this Ordinance are severable. If any part, subpart, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the parts, subparts, or provisions that remain.

Section Seven. Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:41 PM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	Decam Lounge, LLC
Location:	Decam Lounge 1270 Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Business Contact Person Information			
Name	Title	Phone	Email
CARMEN D JACKSON	OWNER	(251) 604-4386	CARMENJ953@YAHOO.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **11.04.2023**

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5610	126934	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
DECAM LOUNGE LLC	DECAM LOUNGE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12.16.2022	001-053-698	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
92-1373856	R011896053

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1270 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
1270 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
CARMEN D JACKSON	OWNER ☐ POA	(251) 604-4386	CARMENJ953@YAHOO.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
AMIR RASHEED	(251) 777-1466	

Property Owner Address	City	State	Zip Code
7211 OLD SHELL ROAD	MOBILE	AL	36608

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,950	92	YES	NO	SINGLE	ENTIRE STRUCTURE

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
JACKSON, CARMEN DEMETRIUS	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(251) 604-4386

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

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

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

CA The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

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

CA The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

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

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

Owner/Applicant Printed Name	Date
Carmen Jackson	10/17/2023
Owner/Applicant Signature	**Title**
Carmen Jackson	Owner

Sworn to and subscribed before me this 17th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 17, 2023

DECAM LOUNGE LLC

1270 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 126934 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657168	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

10/17/2023 09:10AM NICKOL H.
036588-0001

BUSINESS LICENSE
DECAM LOUNGE LLC
126934
2023 Item: 1657168
ALCOHOL APPLICATION FEE

Principal	$50.00
Interest	$0.00
	$50.00
Subtotal	**$50.00**
TP CC FEE	$2.50
Total	**$52.50**
REVENUE CC	$52.50

**********2851
Ref=e67331b2-c22d-4dc4-90f9-9f4e53723b5c
Auth=780888

Change due **$0.00**

Paid by: JACKSON/CARMEN D

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

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

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application
Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [x] Bureau of Fire Prevention - Fire Inspection Report
- [x] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Carmen Jackson	10/09/23
Person Completeing Application Signature	**Title**
Carmen Jackson	10/09/23

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
10/09/2023			11/04/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Alcohol Beverage License		

License Type applied for with Alabama ABC Board	
Alcohol Beverage	

Business Information

Business Description/Activity	Other Explain
Lounge - Alcohol wine beer spirits	

Legal Business Name	Trade Name (DBA)
Decam Lounge LLC	

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	12/16/2022	1270 Dauphin Island Parkway

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1270 Dauphin Island Parkway	Mobile	AL	36605

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36605	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
SAME			

City	State	Zip Code	Business Phone Number	Building Type
			(251) 604-4386	single structure

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
	92-1373856	R011996053	Business

Business Contact Person Information

Name	Title	Phone	Email

Land/Building Information

Do you own or rent/lease the property? Rent

Property Owner Name	Do you have a legal description of property?
Amir Rasheed	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
7211 Old Shell Road	(251) 777-1466	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36608	92	1950

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Jackson Carmen D	Member	

Race	Sex	Date of Birth	Home Address
B	F		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Daphne	AL	

Place of Birth (City, State, Nation)	Mobile Number	Email
Fairhope AL	(251)604-4386	carmenj953@yahoo.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/(No)	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/(No)	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

No	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
Yes	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
No	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM A

Name: Carmen Jackson

Business Name: Dream Lounge LLC

Business Location and Tax ID No.: 1270 Dauphin Island Parkway Mobile AL 36605 R011896053

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Carmen Jackson ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 10/16/23

Carmen Jackson

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

August 15th, 2023

Dear Ms. Jackson,

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

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

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

Respectfully,

Michael B. Trotter

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN
NAME:JACKSON,CARMEN DEMETRIUS
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   DeCAM Lounge 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): carmen jackson jackson

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   102 leigh cir daphne, AL 36526

   *COUNTY of above address: BALDWIN

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-053-698 DLL

Date	12/16/2022
Time	13:20:00
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 12 / 19 / 2022 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 0 : 0 ◉ 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).

12 / 16 / 2022
Date (MM/DD/YYYY)

carmen jackson
Signature as required by 10A-5A-2.04

owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

DeCAM Lounge LLC

This name reservation is for the exclusive use of carmen jackson, 102 leigh cir, daphne, AL 36526 for a period of one year beginning December 16, 2022 and expiring December 16, 2023

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

December 16, 2022

Date

J. H. Merrill

RES062175

John H. Merrill **Secretary of State**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

DeCAM Lounge LLC

2. The date the Certificate of Formation was filed: 12 / 16 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 053 - 698 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-053-698 DLL

Date	09/21/2023
Time	14:21:30
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 09 / 21 / 2023 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

09 / 21 / 2023
Date (MM/DD/YYYY)

carmen jackson
Signature as required by 10A-5A-2.04

owner
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name	Entity ID
DeCAM Lounge LLC	001-053-698
Type	**Formation Date**
Limited Liability Company (LLC)	2022-12-16

Members and Addresses

Original

Member	Street Address	Mailing Address	

Amended

Member	Street Address	Mailing Address	
CARMEN JACKSON		1270 dauphin island parkway mobile, AL 36605	(Added)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-16-2022

Employer Identification Number:
92-1373856

Form: SS-4

Number of this notice: CP 575 G

DECAM LOUNGE LLC
CARMEN JACKSON SOLE MBR
102 LEIGH CIR
DAPHNE, AL 36526

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1373856. 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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

DECAM LOUNGE LLC
1270 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-2254

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011896053	09/1/2023	12/31/2023

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

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

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Featherston

Deputy Commissioner

50 North Ripley Street
Montgomery, AL 36132

revenue.alabama.gov

Alabama Department of Revenue

September 1, 2023 Letter Id: L1484673248

ONLINE FILING INFORMATION

Dear DECAM LOUNGE LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Sales Tax	SS	R011896053	002866206	90908633

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at https://myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of $750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than $750 is encouraged.

E-Pay Only: The ADORs MAT website offers a `Make a Payment Only` feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at https://myalabamataxes.alabama.gov. Billing payments may also be made on the website and no pre-registration is required to make a billing payment.E-File & E-Pay: The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Emergency Medical Transport Fee, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at https://myalabamataxes.alabama.gov. Do not mail paper returns for taxes e-filed through this system.

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

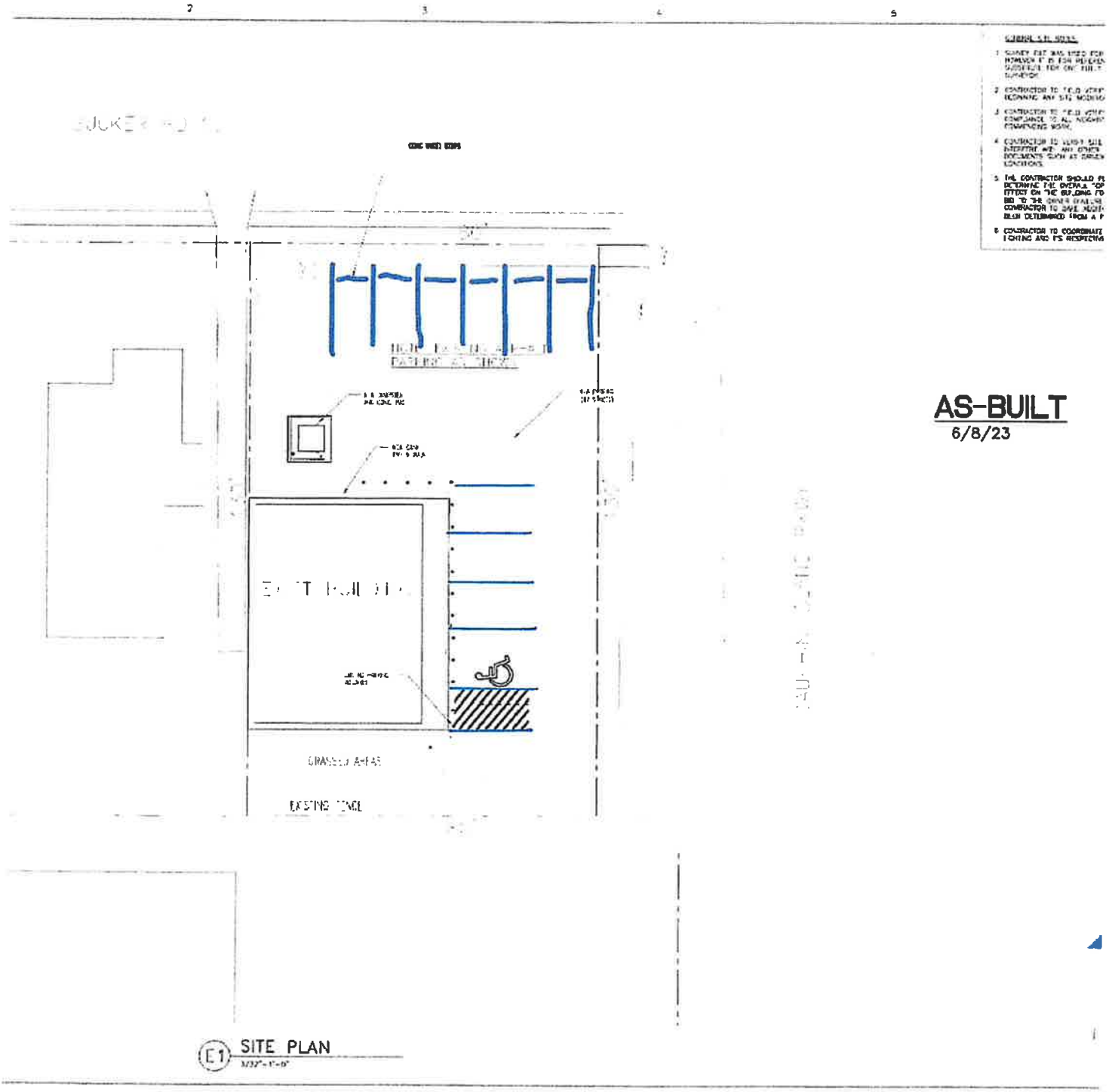
All boxes REQUIRED .. MUST be answered

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

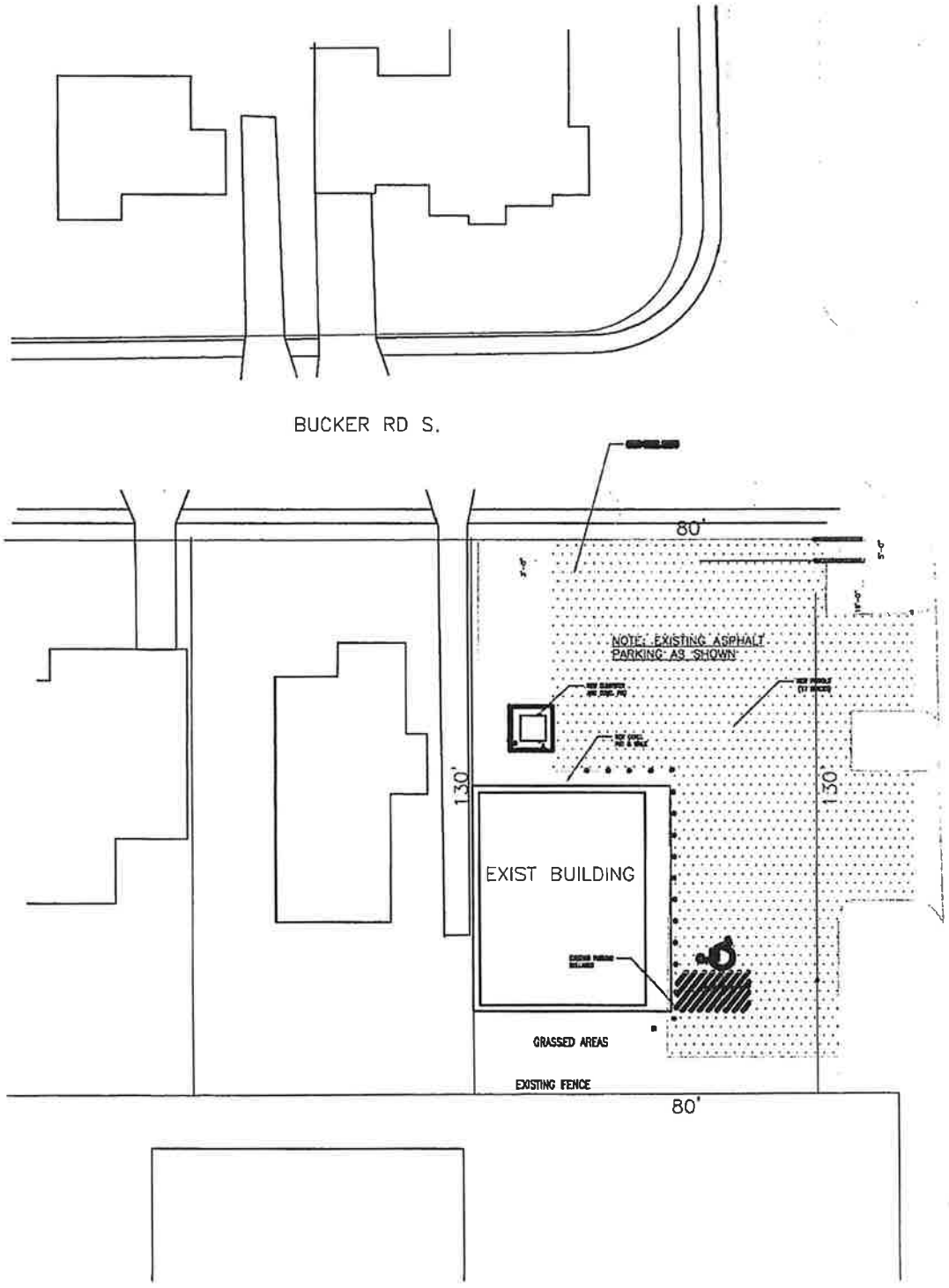
Business Type	License Type	
Lounge		
Legal Business Name	**Trade Name (DBA)**	
Decam Lounge LLC		
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
1270 Dauphin Island Parkway	1950	Stand alone
City / **State** / **Zip Code**	**Did you include the *REQUIRED* drawing with this sheet? (see pg 5)**	
Mobile / AL / 36605	YES ... DRAWING ATTACHED	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Carmen Jackson		(251)604-4386	Carmenj9532@yahoo.com

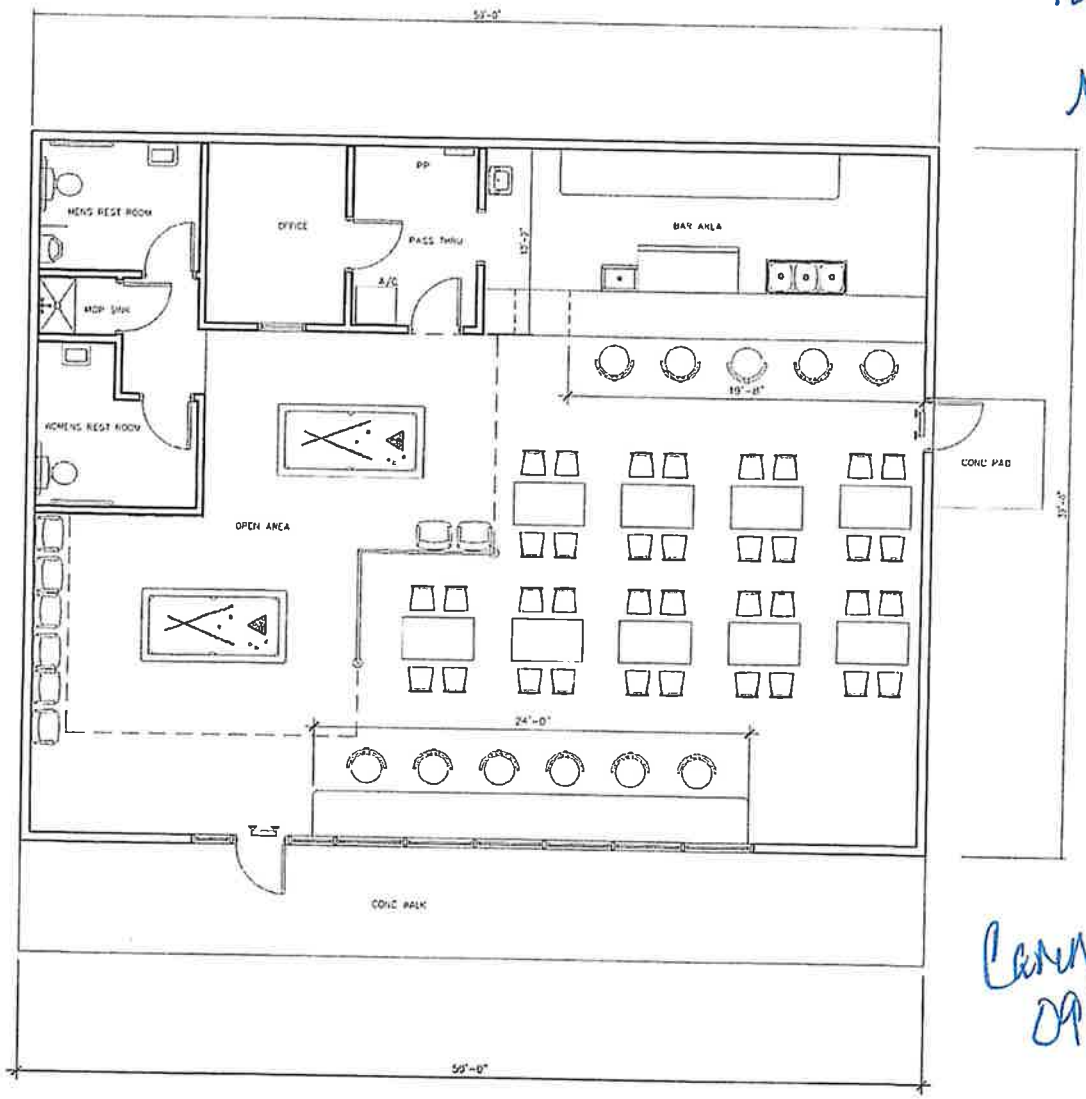
PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
11	7	✓	B-2	✓
Comments				
Print Name	**Signature**		**Date**	
CALDWELL C. WHISTLER	C. Whistler		10-16-2023	



E1 SITE PLAN

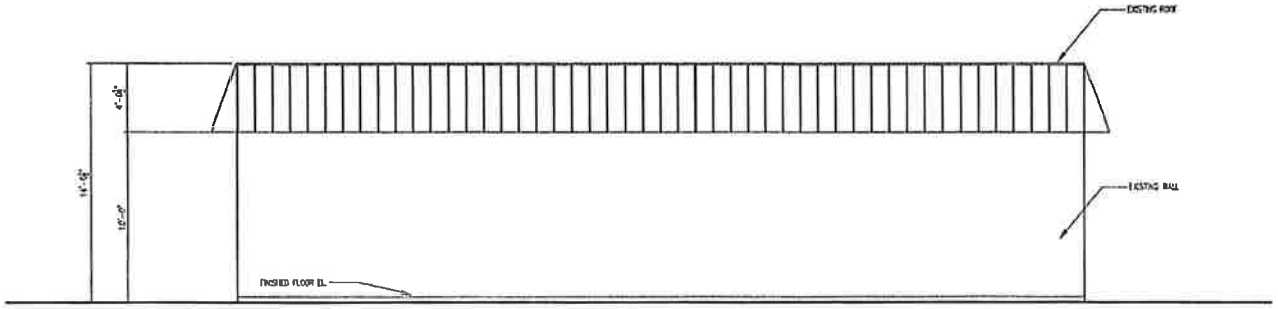

BUCKER RD S.
80'
NOTE: EXISTING ASPHALT PARKING AS SHOWN
130'
130'
EXIST BUILDING
GRASSED AREAS
EXISTING FENCE
80'
DAUPHIN ISLAND PKWY.

Decam Lounge
1250 Dauphin Island
Parkway
Mobile AL 36605

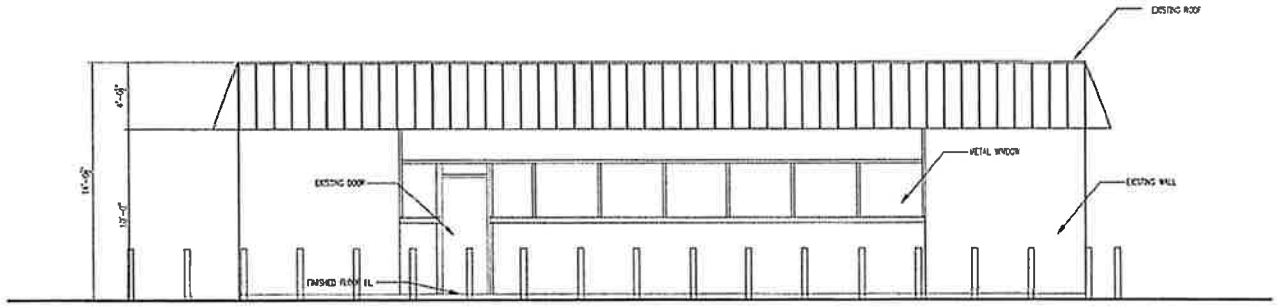


A1 FLOOR PLAN
1/8"=1'-0"

Carmen Jackson
09/21/23



E1 SOUTH ELEVATION
1/4"=1'-0"



E2 NORTH ELEVATION
1/4"=1'-0"

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is Lease to/by Decam Lounge LLC

Company Name

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

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

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

Sworn to and subscribed before me this 13 day of October 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Cindy McNeeley	Cindy McNeeley	7/1/2025

Notary Stamp

CINDY McNEELEY
Notary Public
Alabama State At Large
My Commission Expires 7/1/2025

Owner of Property (Print Name)	Applicant Name (Print Name)
Amir Rasheed	Carmen Jackson
Owner of Property (Signature)	Applicant Name (Signature)
	Carmen Jackson
Address 7211 Old Shell Rd	Address 102 Leigh Circle
Ownership Type	
City, State, Zip	City, State, Zip
Mobile AL 36608	Daphne AL 36526
Date Agreement Signed	Date Agreement Signed
10/13/23	10/13/23

Information for address:
1270 DAUPHIN ISLAND PKWY

- **Parcel Information:**

Key / ID:
00959840 / R022911324003096.000
Owner:
Ldnrd Holdings Llc
Po Box 16455

Pensacola, Fl 32507

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
4s1w32

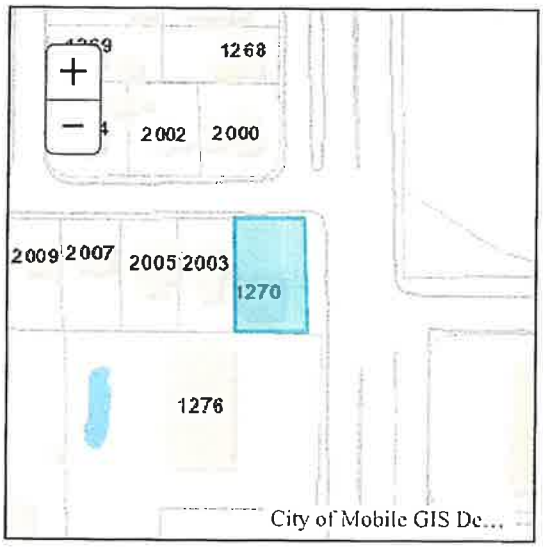
- **Tract Census 2010:**
002301

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1783110.743
Y: 236155.144

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Community Action Group:**
Save the People

- **Fire District:**
Fire Station 16 Lathan

- **Garbage Pickup Day:**
Friday-East - Route D

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 13

- **Trash Pickup Day/ Unit:**
Tuesday South - biweekly / Td-3

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 1

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Maryvale

- **High School District:**
Williamson

- **Middle School District:**
Williamson Preparatory

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 2

- **Storm Surge Category:** 5

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Commercial Net Lease for Part of Building

This lease is made between Amir Rasheed of _____, herein called Lessor, and Decam lounge ccc of _____, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Mobile, County of Mobile, State of Alabama, described as _____ upon the following TERMS and CONDITIONS:

1. Premises Being Leased. Lessor is leasing to Lessee and Lessee is leasing from Lessor a part of the following premises: 1270 Dauphin Island Parkway Mobile AL 36606

Part of Building Only. The Lessee is leasing the _____ of the building.

Shared Facilities. Under the terms of this lease, Lessee and Lessee's employees and customers may share the following additional spaces as a common area: All of the Building and Parking Lot is rented to Decam Lounge ccc

2. Term of Lease. This lease shall be for a term of 24 months which commences on the 22nd day of December, 2022 and ends on the 22nd day of December, 2024.

3. Rent. Lessor demises the above premises for a term of 24 months, and herein at the monthly rental rate of Seven Hundred and Fifty Dollars ($750) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

4. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 24 months commencing at the expiration of the initial lease term. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. If Lessee chooses to renew this lease, the monthly rent shall be a sum of Seven Hundred and Fifty Dollars ($750). All of the terms and conditions of the lease shall apply during the renewal term except as follows:

_____

_____.

©SmartLegalForms

5. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Seven Hundred and Fifty Dollars ($750) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. Should Lessee comply with all of the covenants and conditions of this Agreement and maintain the condition of the premises (excluding normal wear and tear), the Security Deposit or any balance thereof shall be returned to Lessee within _____ days of the expiration of the lease.

6. Alterations of Lessor. *(check one box as applicable)*

☐ Prior to the start of the lease term, Lessor agrees to make any repairs or alterations as detailed:

_____

☑ Lessee is satisfied with the condition of the premises. There are no necessary repairs or alterations to be made by the Lessor prior to the start of the lease term.

7. Alterations by Lessee. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Any damage that results from the alterations or additions shall be repaired at the expense of the Lessee prior to the end of the lease term.

8. Use. Lessee shall use and occupy the premises for Lounge. Lessor represents that the premises may lawfully be used for such purpose and other purposes that may be related. Lessee shall not use the premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

9. Care and Maintenance of Common Areas. Lessor shall keep the common areas in safe condition. Lessor shall routinely clean, repair and maintain common areas and such portions adjacent to the premises, such as Parking Lot. Lessee shall pay Lessor One Hundred percent (100%) of the Lessor's estimated cost to maintain these common areas in monthly disbursements on or prior to the 5Th day of the month. Lessor shall provide Lessee with a statement detailing the actual cost of the portion the Lessee paid in advance for the maintenance and repairs. If the actual cost is greater than the amount the Lessee paid, the Lessee will pay the remaining balance within 30 days. If the actual cost of the maintenance and repairs is less than the amount the Lessee paid, the difference will be rewarded as a credit and will be applied to the Lessee's future payments.

10. Care and Maintenance of Premises. Lessor shall be responsible for all maintenance and repairs required for the following areas of the leased premises: ALL.

_____

Lessee is responsible for and shall routinely clean, repair and maintain the remaining areas of the leased premises not stated above.

11. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for: every thing.

In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within 30 days of receiving the invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

12. Lessor's Representation. Lessor hereby represents that (i) Lessor is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized and will deliver the leased premises to Lessee in accordance with all applicable laws and regulations; (ii) Building complies with all applicable zoning laws as of the date of this lease; (iii) Lessor has not been notified from any governmental agency regarding hazardous substances actually, potentially or threatening to contaminate the property.

13. Insurance.

a. Lessor shall be responsible for obtaining fire and extended coverage insurance for the premises. Lessee will pay One Hundred percent (100 %) of this cost of the insurance 30 days after receiving a statement from the Lessor.

b. Lessor and Lessee shall not hold each other liable for any property loss, property damage, or personal injury that is covered by insurance and held by the party being affected by the loss, damage, or injury.

c. Lessee is responsible for obtaining public liability insurance. The public liability insurance that the Lessee obtains will be the primary coverage. Lessor will be an insured party on this insurance plan.

d. Lessor will receive a copy of any insurance policies that the Lessee has acquired.

14. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

15. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

16. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within Thirty (30) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

17. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. *(check box(es) as applicable)*

☑ Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces.

☑ Lessee hereby leases from Lessor ALL spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental fee of ,0' Dollars ($ 0) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

18. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.

19. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

20. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

20. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to One Hundred percent (100%) of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

21. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay their pro rata share of maintenance, taxes, and insurance for the common area.

22. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

23. Waiver. If either party waives any part of this lease, only that part or provision will be waived at that designated time. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

24. Notices. Any notice which either party may or is required to give, shall be in writing and given by mailing the same, postage prepaid, or in person, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

25. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

27. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in

sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. Governing Law. This Agreement shall be construed and governed by the laws of the State of Alabama.

29. Severability. If any part or provision of this lease is found to be prohibited or invalid, only that part of the lease, and none of the remaining parts, will be considered invalid. This part or provision shall be revised to the extent that said part or provision becomes valid and enforceable.

30. Modification. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

31. Additional Agreement. Below are any additional agreements between the parties or provisions with respect to the premises:

_____

_____.

32. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

_____

_____.

Signed this 22nd day of December, 2022.

Lessor: _____

Lessee: Carmen Jewel Kolm
Decam Young LLC

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DECAM LOUNGE LLC

Trade Name (DBA)

DECAM LOUNGE

Location Address

1270 DAUPHIN ISLAND PKWY MOBILE AL 36605

Application Number

2023 - 5610

Post Date

October 17, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Carmen Jackson

Revenue Dept Representative

R Shawn Skinner

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/19/2023 - 2:44 PM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	D Spot Ultra Lounge, LLC
Location:	D Spot Ultra Lounge 5441 Hwy 90 West Unit One Half Mobile, AL 36619

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Business Contact Person Information			
Name	Title	Phone	Email
ALBERT L HAYNES JR	AUTH AGENT	(251) 401-5682	DAIQUIRISPOT1@GMAIL.COM

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

What is/was the start date of this business? **11.04.2023**

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
October 17, 2023	NEW APPLICATION	2023 - 5609	126932	October 24, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
D SPOT ULTRA LOUNGE LLC	D SPOT ULTRA LOUNGE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.24.2023	001-096-087	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-3044783	R011899431

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5441 HWY 90 WEST UNIT ONE HALF	MOBILE	AL	36619

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
[redacted]	MOBILE	AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
ALBERT L HAYNES JR	AUTH AGENT ☑ POA	(251) 401-5682	DAIQUIRISPOT1@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
COBALT REALTY	(225) 454-6095	

Property Owner Address	City	State	Zip Code
11001 HIGHLAND ROAD	BATON ROUGE	LA	70810

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
4,100	276	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
HAYNES, MARKESE DARNELL	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	MOBILE AL USA		(251) 281-1118

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
	AUTH AGENT			
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
		AL	36562	(251) 401-5682

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

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

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

AH The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

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

AH The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

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

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

Owner/Applicant Printed Name	Date
Albert L Haynes POA	10-17-2023
Owner/Applicant Signature	**Title**
albert L Haynes POA	POA

Sworn to and subscribed before me this 17th day of OCTOBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

October 17, 2023

D SPOT ULTRA LOUNGE

5441 USHY 90 WEST

UNIT 1-2

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 126932 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1657154	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

10/17/2023 09:45AM SHAWN S.
036577-0008

BUSINESS LICENSE
D SPOT ULTRA LOUNGE LLC
126932
2023 Item: 1657154
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: D SPOT ULTRA LOUNGE LLC



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
8-25-23			

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
Lounge	

Legal Business Name	Trade Name (DBA)
D SPOT Ultra Lounge	

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
S-Corp	8-14-23	5441 Hwy 90 W

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
5441 Hwy 90 W	Mobile	AL	36619

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36619	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
C			

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL			

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-581-1118	93-3044783		

Business Contact Person Information

Name	Title	Phone	Email
MarKese Haynes	owner	751-581-1118	markese92@gmail.com

Land/Building Information

Do you own or rent/lease the property? lease

Property Owner Name	Do you have a legal description of property?
Cobalt Realty	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
7017 Perkins Rd.	225-454-6095	cobaltrealty.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Baton Rouge	LA	70808	275	4100 SF

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities ✓ Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Markese O Haynes	Owner	

Race	Sex	Date of Birth	Home Address
B	M		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, AL United States	251-581-1118	markese92@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
Yes	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

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

HAL TAYLOR
SECRETARY

September 13th, 2023

Dear Mr. Haynes,

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

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

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

Respectfully,

Michael B. Trotter

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:HAYNES,MARKESE DARNELL
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

Special Power of Attorney

I, Markese D Haynes hereby appoint Albert L Haynes as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning D SPOT DITRA LOUNGE LLC.
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 8/23/2023 (Date), and shall remain in full force and effect until 2/1/2024 (Date) or unless specifically extended or rescinded earlier by either party.

Aug 23, 2023
Date

Markese D. Haynes
Signature

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, on this 23rd day of September personally appeared Markese Haynes to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Ayreeta Kinnard NOTARY PUBLIC
My Commission Expires: December 2, 2025
My Commission Expires: _____

FORM A

Name: Albert Haynes POA Account #_____

Business Name: D Spot Vitas Lounge LLC

Business Location and Tax ID No.: 5441 Hwy 90 W unit 1/2 Mobile AL 36619 / 93 304 4783

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Albert L Haynes POA, *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10-12-23

Albert L Haynes POA

Declarant's Signature

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

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

Owner/Applicant Printed Name	Date
Markese Haynes	
Owner/Applicant Signature	Title
	owner

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011161242526

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: D SPOT ULTRA LOUNGE **Filing Fee:** $50.00

Applicant: D SPOT ULTRA LOUNGE LLC **Transfer Fee:**

Location Address: 5441 HWY 90 W UNIT ONE HALF MOBILE, AL 36619

Mailing Address: 9470 CINDER DRIVE MOBILE, AL 36695

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-096-087

Do you sell Draft Beer?:

Date Incorporated: 08/24/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/24/2023

Federal Tax ID: 93-3044783 **Alabama State Sales Tax ID:** R011899431

Name:	Title:	Date and Place of Birth:	Residence Address:
MARKESE DARNELL HAYNES	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALBERT HAYNES
Business Phone: 251-401-5682
Fax:

Home Phone: 251-401-5682
Cell Phone: 251-401-5682
E-mail: LUCKIEHAYNES@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011161242526

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: COBALT REALTY LLC 225-454-6095
What is lessors primary business? REALTOR
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4100 Display Square Footage:
Building seating capacity: 276 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011161242526

Initial each	Signature page
ALH	In reference to law violations, I attest to the truthfulness of the responses given within the application.
ALH	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
ALH	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
ALH	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
ALH	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
ALH	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
ALH	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Albert Haynes POA

Signature of Applicant: Albert Haynes POA

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 10/11/23 **App. Inv. Completed:** **Forwarded to District Office:**

Submitted to Local Government: **Received from Local Government:**

Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231011161242526

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

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: UNIT 1/2

Receipt Confirmation Page

Receipt Confirmation Number: 20231011161242526

Application Payment Confirmation Number: 95444994

Payment Summary	
Payment Item	**Fee**
Application Fee for License 010	$50.00
Total Amount to be Charged	**$50.00**

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
010 - LOUNGE RETAIL LIQUOR - CLASS I	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **D SPOT ULTRA LOUNGE**
Applicant Name: **D SPOT ULTRA LOUNGE LLC**
Location Address: 5441 HWY 90 W UNIT ONE HALF
MOBILE, AL 36619

Mailing Address:

Contact Person: ALBERT HAYNES
Contact Home Phone: 251-401-5682
Contact Business Phone: 251-401-5682
Contact Fax:
Contact Cell Phone: 251-401-5682
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: POWER OF ATTORNEY

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20231011161242526
Application Payment Confirmation Number: 95444994

Payment Summary	
Payment Item	**Fee**
Application Fee for License 010	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.2

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:

   D Spot Ultra Lounge 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): Markese D Haynes

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   5441 US 90 W Mobile, AL 36695

   *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

001-096-087 DLL

Date	08/24/2023
Time	13:52:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 8 / 25 / 2023 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 0 : 0 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

8 / 24 / 2023
Date (MM/DD/YYYY)

Markese Haynes
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

D Spot Ultra Lounge LLC

This name reservation is for the exclusive use of Markese Haynes, 9470 Cinder Dr, Mobile, AL 36695 for a period of one year beginning August 24, 2023 and expiring August 24, 2024

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

August 24, 2023

Date

Wes Allen **Secretary of State**

RES110921

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-23-2023

Employer Identification Number:
93-3044783

Form: SS-4

Number of this notice: CP 575 A

D SPOT ULTRA LOUNGE
% ALBERT HAYNES
9470 CINDER DR
MOBILE, AL 36695

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3044783. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120 04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

D SPOT ULTRA LOUNGE LLC
5441 US 90 W
MOBILE, AL 36619

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011899431	11/1/2023	12/31/2023

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathington

Deputy Commissioner

NAICS CODE: 722511

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type	License Type	
D SPOT ULTRA LOUNGE	010 - Lounge	
Legal Business Name	**Trade Name (DBA)**	
D SPOT Ultra Lounge		
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
5741 US Hwy 90 Suite 1/2	4100	Attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
Mobile / AL / 36619		

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Markese Haynes	owner	251-581-1118	Markese92@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
10+	10	Yes	B-3	Yes
Comments				
Print Name	**Signature**		**Date**	
Payton Rogers	Digitally signed by Payton W. Rogers Location: Planning & Zoning		10/17/2023	

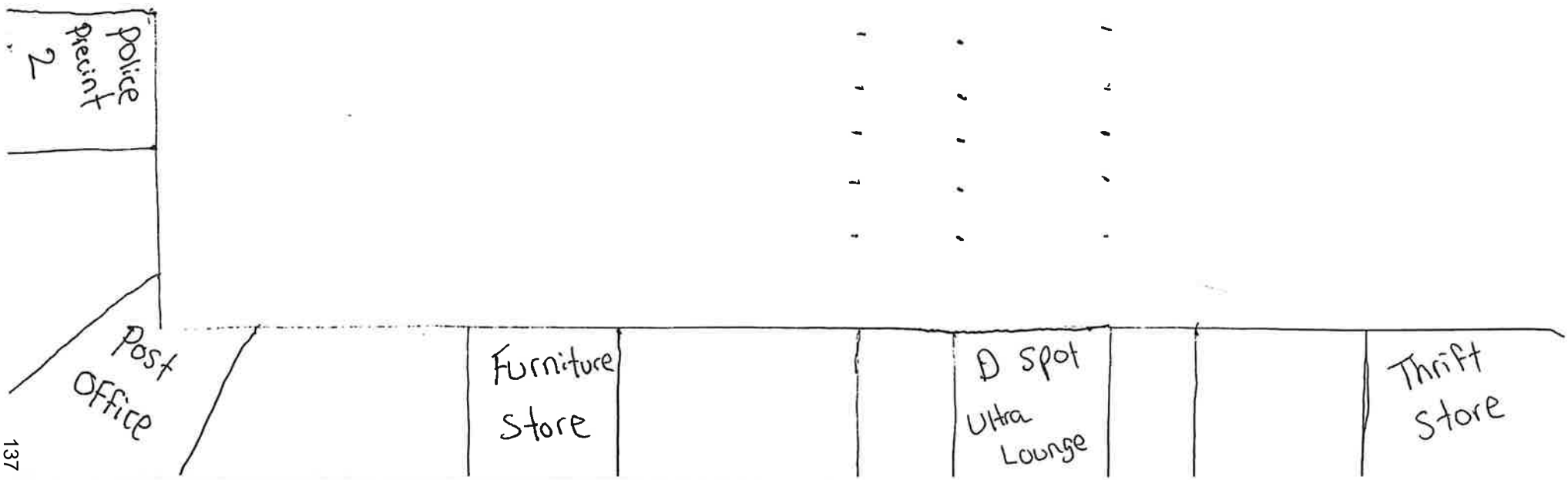
D SPOT Ultra Lounge LLC Over Flow PARKING

5441 Hwy 90 W unit 1/2

Mobile AL 36619

PARKING LOT

PARKING LOT



City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is | Ownership Type: lease | to/by | Company Name: D Spot Ultra Lounge LLC

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

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

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

Sworn to and subscribed before me this 12 day of Oct 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shelby Clements	Shelby Clements	08/29/2027

Notary Stamp

SHELBY CLEMENTS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 08/29/27

Owner of Property (Print Name)	Applicant Name (Print Name)
[signature]	Albert Hayne POA
Owner of Property (Signature)	Applicant Name (Signature)
1102-A Dauphin Street	[illegible] Hayne POA
Address	Address
Mobile AL 36604	5441 Hwy 90 unit 1/2
City, State, Zip	City, State, Zip
10/12/2023	Mobile AL 36619
Date Agreement Signed	Date Agreement Signed

Information for address:
5441 USHY 90 W

- **Parcel Information:**

Key / ID:
01710116 / R023308272000003.02
Owner:
Cobalt Realty Llc
11001 Highland Rd

Baton Rouge, La 70810

Subdivision:
Tillman's Square, Resubdivision of Lot 1, Resubdivision of Lots 1 & 2

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w27

- **Tract Census 2010:**
006802

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1758092.665
Y: 213878.161

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Station 7 Seelhorst

- **Garbage Pickup Day:**
Friday-West - Route Theo

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 21a

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-9

- **Community Action Group:**
N/A

Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 3

- **State House District:** 104

- **State Senate District:** 35

School:

- **Elementary School District:**
Burroughs

- **High School District:**
Theodore

- **Middle School District:**
Hankins

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

- **Flood Zone:**
Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

D SPOT ULTRA LOUNGE LLC

Trade Name (DBA)

D SPOT ULTRA LOUNGE

Location Address

5441 HWY 90 WEST UNIT ONE HALF MOBILE AL 36619

Application Number

2023 - 5609

Post Date

October 17, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

October 24, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Christ E Haynes POA

Revenue Dept Representative

R Shawn Skinner

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

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the ~~23rd~~ 25th day of August, 2023, by and between Cobalt Realty, LLC, a Louisiana LLC, (herein called "Landlord"), and D Spot Ultra Lounge, LLC (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Tillman's Square (herein called the "Shopping Center"), said premises being known as 5441 Highway 90 West, Unit 1/2, Mobile, Alabama 36619 in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 4,100 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for THIRTY-SIX (36) months, commencing September 1, 2023 and expiring on August 31, 2026. Tenant agrees to pay previous tenant , Lamont Norris', balance of $4,500.00 as the first and last month's rent of $4,000.00 per month all together totaling $12,500.00 at lease signing. Failure to receive full payment at commencement will result in lease termination.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. (In any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within Thirty (30) days after said ninety (90) day period.)

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Term	
9/1/2023 – 8/31/2026	$10.16/sf + $1.55/sf NNN = $11.71/sf or $4,000.00/month

All payments are due in advance on or before the first day of each month, at

Cobalt Realty, LLC
11001 Highland Road
Baton Rouge, LA 70810

or such other place as may be designated by Landlord, without any prior demand therefore, and without any deduction or setoff whatsoever.

The amount of each of the said installments of rent shall be increased by TEN (10%) PERCENT if the same shall remain unpaid Ten (10) days after the date on which such installment shall be due. All such charges shall be secured as additional rents under this lease.

SECTION 2.02: Option to Extend

Tenant shall have ONE (1) option to extend the term of the lease for a period of THIRTY-SIX (36) MONTHS. Tenant shall notify Landlord in writing of its intention to exercise its option to extend the term of the lease no later than May 31, 2026.

The minimum rent rate during the option period will be:

9/1/23 – 8/30/26 $10.86/sf + $1.55/sf NNN = $12.41/sf or $4,240.00/month

SECTION 2.03: Additional Rent.

Tenant shall pay as additional rent, all sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same become due and payable hereunder, or limit any other remedy of Landlord.

SECTION 2.04: Insurance and Common Area Maintenance.

Tenant shall pay its pro rata share of all insurance carried by Landlord, and common area maintenance expense, all as described and set forth in Section 24.10 herein. Tenant's pro rata share of these items shall be equal to the product obtained by multiplying said charges by a fraction, the numerator of which shall be the square foot area of Tenant's leased premises, and the denominator of which shall be the square foot area of the rentable area of shopping center building. Initially, Tenant's minimum charge for these items shall be **Three Thousand, Two Hundred Eighty and 00/100---($3,280.00)** Dollars per year , which equals to **Two Hundred Seventy-Three and 34/100---($273.34)** Dollars per month and shall be paid in advance on or before the first day of each month. The additional rental provided for in this section may be billed separately for each item or expense, and may be recomputed and adjusted from time to time based on insurance, CAM or tax increases. All such additional rental shall become due and payable Thirty (30) days after notice from Landlord.

If the term of this lease shall begin on and /or terminate at a time other than the beginning (or ending, as the case may be) of a calendar year, in the event of an adjustment, a proper apportionment of the above charges shall be made to cover the fraction of a year included within the term of this lease.

SECTION 2.05: Property Taxes.

Tenant shall pay its pro rata share of all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be the

product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the leased premises and the denominator of which shall be the square foot area of the leasable area of the Shopping Center building. If the term of this lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this lease.

At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof shall at Landlord's election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph.

If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

Initially, Tenant's pro rata share of aforementioned taxes shall be Three Thousand Seventy-Five and 00/100---($3,075.00) Dollars per year, which shall be Two Hundred Fifty-Six and 25/100--- ($256.25) Dollars per month payable in advance on or before the first day of each month.

SECTION 2.06: Security Deposit

Tenant shall deposit with Landlord the sum of Four Thousand and 00/100 ($4,000.00) **Dollars** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. One-half of the security deposit shall be due and payable upon execution of the lease agreement and one-half shall be due and payable upon commencement of the lease agreement. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of
this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

ARTICLE III

CONSTRUCTION, ALTERATION AND RELOCATION

SECTION 3.01: Landlord's Obligation.

Landlord shall, at its cost and expense, construct the leased premises for Tenant's use and occupancy substantially in accordance with plans and specifications prepared by Landlord or Landlord's architect. Any work in addition to any of the items specified in the plans and specifications shall be performed by Tenant at its own cost and expense. Any equipment or work other than those items specified in the plans and specifications which Landlord or Landlord's contractor installs or constructs in the leased premises on

Tenant's behalf, shall be paid for the Tenant prior to the date that Tenant opens its store for business. The taking of possession of the demised premises by Tenant shall be conclusive evidence that said premises were in good and satisfactory condition and fully completed in accordance with the terms of this lease at the time such possession was taken.

SECTION 3.02: Parking Facilities.

Landlord shall construct upon the shopping center site, at its own cost, access roads, footways and parking lots or facilities.

SECTION 3.03: Changes and Additions to Buildings.

Landlord thereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto, and to build additional stories on any such building or buildings and to build adjoining same. Landlord further reserves the right to enter and use the leased premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the lease premises or other buildings in the Shopping Center, provided that Landlord shall not unreasonably interfere with the use of the leased premises by Tenant.

SECTION 3.04: Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and material men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

ARTICLE IV

CONDUCT OF BUSINESS BY TENANT

SECTION 4.01: Use of Premises

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following:

~~Food and beverage service~~ Lounge ALH HD

ALH HD Tenant agrees to conduct its business in the premises under the name or trade name of D Spot Ultra Lounge under no other name or trade name except such as may be first approved by Landlord in writing, and further that the premises are leased exclusively for said business and commercial purposes.

Tenant shall occupy the premises promptly after the commencement of the original term of this lease and thereafter continuously during the term of this lease and any renewal or extension thereof, and shall conduct in said premises the business permitted under this Section 6.01, using its best efforts at all times to obtain at the premises the highest volume of said permitted business possible.

SECTION 4.03: Storage and Office Space.

Tenant shall warehouse, store, and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes, only such space in the leased premises as in from time to time reasonably required for Tenant's business in the leased premises.

No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Landlord.

ARTICLE V

COMMON AREAS AND FACILITIES

SECTION 5.01: Operation and Maintenance of Common Areas.

Landlord shall, at its own expense, operate and maintain the common areas and common facilities of the areas of the Shopping Center. Landlord shall maintain as common areas, the parking lots within the areas of the Shopping Center for the non-exclusive use (in common with such others as Landlord may prescribe) of Tenant, its agents, employees and customers for vehicle parking; provided, however, that such use shall be subjected to the provisions of Section 6.02 of this Article; and provided further that Landlord may, as it shall form time to time see fit, reduce the parking area by erecting on said parking area, store buildings or other structures or improvements of any kind.

SECTION 5.02: Control of Common Areas by Landlord.

All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements and to police the same. Landlord shall have the right from time to time to change location and arrangement of the parking areas and other facilities referred to in this section; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate of convey property for public, utility or drainage use; and to perform such other acts in and to said areas and improvements as the Landlord, in the use of good judgment, shall determine to be advisable, with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers.

ARTICLE VI

TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

SECTION 6.01: Tenant's Responsibilities.

Tenant shall, at all times, keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, plate glass, ceiling tile, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and any air conditioning system) in good order, condition and repair, except for structural portions of the premises, which shall be maintained by Landlord; but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions, then Landlord may add the cost of such repairs to the rent which shall thereafter become due. In pursuance of its obligation of maintenance, Tenant agrees to maintain the premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, not to cause or permit objectionable odors to emanate or be dispelled from the premises, to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction in the premises, and to conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant shall at all times keep the plate glass insured with an insurance carrier having a Best and Company rating of not less than A plus AAAA, naming Landlord as a co-insured in the policy of insurance. Also, Tenant shall maintain the heating and air conditioning equipment satisfactory to Landlord, such maintenance to cover, without limitation, lubricating of equipment and replacement of belts and filters. Tenant's obligations to repair items in need of repair at

the expiration of the lease term shall survive the expiration of the term of this lease. **Upon written approval from Landlord, Tenant shall be allowed to make modifications to the leased premises.**

SECTION 6.02: Landlord's Right to Intervene.

If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional rent, Landlord's costs for making such repairs, plus Twenty Percent (20%) for overhead upon presentation of bill therefore.

SECTION 6.03: Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted and damage by unavoidable casualty expected, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the leased premises. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the leased premises caused thereby, however, Tenant shall have no right to remove same if Tenant is in default under this lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

SECTION 6.04: Rules and Regulations.

The rules and regulations appended to this lease are hereby made a part of this lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the leased premises and the Shopping Center. Notice of additional, reasonable rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such reasonable rules and regulations and amendments thereto and supplements thereof.

ARTICLE VII

LANDLORD'S OBLIGATION FOR MAINTENANCE

SECTION 7.01: Responsibilities of Landlord.

Landlord shall maintain the roof, foundations and exterior walls. In the event any repairs become necessary to the structural portions of the roof, exterior walls or foundations of the leased premises, or sidewalks adjacent to said premises, during the term of this lease, then upon written notice from Tenant to Landlord stating the necessity therefore and the nature thereof, Landlord, with reasonable promptness and at its own expense, shall make any such necessary repairs specified in such notice. The phrase "structural portions" as above used, shall not be so construed as to require Landlord to make repairs to interior surfaces of the leased premises. Landlord shall not be liable for damage to any goods or property, or death or injury to persons, caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair as stated herein. **Landlord to deliver the leased premises with electrical, plumbing and HVAC in good working order.**

ARTICLE VIII

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Kim Carmody, Parks & Recreation Department

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

Transfer funds in the amount of $500,000.00 from capital project C0657 - CIP Parks-Taylor Parks Improvements to Project G-OGMMATCH Grant Match Holding Account to be used as the match if awarded the Land and Water Conservation Fund grant being submitted to the Alabama Department of Economic and Community Affairs (ADECA).

Funding Source

Project # Transfer from C0657 CIP Parks - Taylor Park Improvements	**Discretionary Funds**
Project String Transfer to G-OGMMATCH - Grant Match Holding Account	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Email Confirmation for Departmental Approval	Backup Material	10/19/2023
Email Approval from J. Washington	Backup Material	10/19/2023
Joint Budget Transfer Request Form	Backup Material	10/19/2023
Resolution	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/19/2023 - 11:52 AM

Legal	Kern, Chris	Approved	10/19/2023 - 1:04 PM
Legal	Kern, Chris	Approved	10/19/2023 - 1:04 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:39 PM

Threadgill, Randy

From: McIntyre, Shannon
Sent: Wednesday, October 18, 2023 3:46 PM
To: Threadgill, Randy; Carmody, Kim; Washington, Jasmine
Cc: Tippery, Kelsi; Marshall, Travis; Angle, Laura
Subject: RE: LWCF Grant/ CIP Used as Match

Yes that is correct, but we need a letter from Jasmine before initiating the transfer. I just spoke to her and she is working on it.

Thank you,

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
Architectural Engineering Department
P.O. Box 1827, Mobile, AL 36633
shannon.mcintyre@cityofmobile.org
cell: 251-508-7752

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:23 PM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>
Subject: RE: LWCF Grant/ CIP Used as Match

If you want to maximize the funding from the feds you would need to ask for $500,000 in match to be transferred to the grant fund to be eligible for the $500,000 in federal funding. Also would you confirm that that full match is coming from C0657 that currently has $555,000 available? If you are changing funding sources, please identify where the total match would be coming from.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456

From: Carmody, Kim <kim.carmody@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:19 PM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>
Subject: Re: LWCF Grant/ CIP Used as Match

Just so I am clear you need an email from me approving the use of funds for Taylor Pak and approval of the transferring of funds from CIP funds in the amount of either $250,000 or $500,000?

Kim Carmody
Parks and Recreation Director

City of Mobile
48 N. Sage Avenur
Mobile, Alabama 36607
Telephone (251)208-1559
Email: kim.carmody@cityofmobile.org
https://mprd.recdesk.com/community/home
www.cityofmobile.org

"Creating One Mobile: A Unified City That is Safer, More Business and Family Friendly"

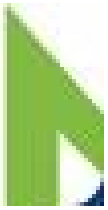
From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Wednesday, October 18, 2023 2:04 PM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: RE: LWCF Grant/ CIP Used as Match

Following back up on this. Do we know the project value so we can ascertain the total match needed?

I have to have that to get all the necessary approvals and transfer documents prepared.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile

Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy
Sent: Wednesday, October 18, 2023 8:35 AM
To: Carmody, Kim <kim.carmody@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: LWCF Grant/ CIP Used as Match

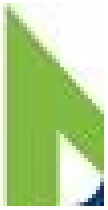
To accomplish our goals, we will need both an approval to use funds from Kim for Taylor Park via email and an approval to transfer CIP funds to a grant account as a match from Jasmine as well as a Joint Budget Transfer Form which I will be preparing.

Now for the fun part, the Notice of Funding Opportunity was very unclear for the opportunity. It described a 50% match with a grant ceiling of $500,000. This could be interpreted about three different ways because of their choice of wording. We have reached out for clarity to ensure that the opportunity is as clear as possible to all involved parties. We now know that the maximum federal contribution to the grant will be $500,000 on a $1,000,000 project. This would in turn require at least $500,000 in local dollars to leverage the full opportunity. So what I need to know from Kim is how much of this are we asking for? Give us a total estimated project and a value of the available CIP money you want to use to match that project. Then Jasmine can approve or deny that requested CIP match. These two approvals will be whats required to push a transfer resolution through tomorrow for next week's agenda.

So lets stay in touch today and we will get this done.

Thanks!

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy
To: Levy, Tiffany
Subject: FW: Grant Match Transfer of Funds
Date: Thursday, October 19, 2023 9:01:09 AM
Attachments: image001.png
image002.png

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456

From: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Sent: Thursday, October 19, 2023 8:59 AM
To: Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Cc: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Carmody, Kim <kim.carmody@cityofmobile.org>; Tippery, Kelsi <kelsi.tippery@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>; McIntyre, Shannon <shannon.mcintyre@cityofmobile.org>; Marshall, Travis <travis.marshall@cityofmobile.org>
Subject: Grant Match Transfer of Funds

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $500,000 from District 3 Capital Project C0657 CIP PARKS-TAYLOR PARK IMROVEMENTS to Grant Project G-OGMMATCH Grant Match Holding Account

Thanks so much for your help with this!

Jasmine Washington, CCT, CAPM
CIP Manager
Programs & Project Management

205 Government Street
Suite 222, South Tower
Mobile, Alabama 36633-1827

_____
jasmine.washington@cityofmobile.org
O: (251) 208-7043
M: (251) 348-2404



JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 10/18/23

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 3

REQUEST: Please transfer $ 500,000.00

FROM CAPITAL PROJECT#: C0657

CAPITAL PROJECT NAME: CIP PARKS-TAYLOR PARK IMPROVEMENTS

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCIP.DISTRICT 3

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

R E S O L U T I O N

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $500,000 be transferred from capital project C0657 (20002000.94070) CIP Parks-Taylor Park Improvements to Project G-OGMMATCH: GRANT MATCH HOLDING ACCOUNT (50005000.93030). These District 3 Capital Improvement funds will be reallocated to support grant match for a Land and Water Conservation Fund grant project for improvements at Taylor Park.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 2:13 PM

14-1101 2023

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

Sponsored by: Councilmember Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
3 year contract with Tetra Tech Inc to provide services helping the City access and manage funding streams available for disaster response and recovery expenses incurred by the City. It is expected that these services will be fully-funded/reimbursed by the disaster funding streams contractor will help City manage.

Amount of Contract:
Reimbursable as needed for disaster responses

Effective Date of Contract:
10/1/2023

Renewal Date of Contract:
9/30/2026

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
2023 Disaster Consulting Agena Package	Cover Memo	10/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	10/11/2023 - 6:00 PM
Legal	Kern, Chris	Approved	10/12/2023 - 10:21 AM
Legal	Kern, Chris	Approved	10/12/2023 - 10:22 AM
Mayors Office	Montgomery, Brandi	Approved	10/12/2023 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Tetra Tech Inc., for three years, and renewable without further approval by City Council for an additional three-year period, for disaster consulting services to efficiently manage reimbursable disaster-related funding opportunities, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Project: City of Mobile Alabama
Disaster Consulting Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and Tetra Tech, Inc. (hereinafter “Contractor”).

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Contractor shall provide Disaster Management Consulting Services, as required by City of Mobile RFP 5838, and Contractor’s responsive proposal, which is attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the liability 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. The insurance shall meet the minimum requirements as stated in the City of Mobile RFP in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any material breach by Contractor of its obligations concerning health, safety or environmental matters under the terms of this Agreement, the City has the right to immediately terminate the Agreement and pay only for work successfully performed. In the event of any other material breach by Contractor of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Contractor at the address provided below. Upon actual receipt, Contractor shall have ten (10) days to cure all defects. In the event that either party to this Agreement engages the services of an attorney to protect or to enforce its rights with respect to the breach or apparent breach of this Agreement, then the losing party shall pay and reimburse the prevailing party for the reasonable attorneys’ fees and

expenses which the prevailing party incurred with respect to its enforcement of this Agreement.

ARTICLE 4. Indemnification: 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 Contractor's performance of this Agreement and/or the activities of 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 is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Contractor hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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.: 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.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: 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.

ARTICLE 10. Method of Payment: The City will pay Contractor as agreed for each scope of work and Contractor City-approved work plan at the rates as reflected in Exhibit A. Contractor will invoice at the following rates:
:

Administrative Specialist I	$48.00
Administrative Specialist II	$57.60
Research Assistant	$61.20
Proposal Coordinator	$63.60
Comm. Technician	$68.40
Help Desk Operator	$74.40
Administrative Specialist III	$76.80
Research Assistant II	$79.20
Service Center/Logistics Specialist	$81.60
Analytical Aide	$90.00
Planning Aide	$96.00
Project Control Specialist	$99.60
Oracle Database Administrator	$102.00
Consulting Aide	$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$120.00
System Administrator	$126.00
Law Enforcement Subject Matter Expert/Trainer	$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$132.00
Public Assistance/Grant Management Consultant	$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$162.00
Senior Public Assistance/Grant Management Consultant	$162.00
Senior Oracle DBA	$165.60
Supervising Public Assistance Consultant	$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$180.00
Program Manager	$189.60
Senior Program Manager	$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00

Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$234.00
Subject Matter Expert	$270.00
FEMA Appeals Legal Specialist	$292.80
Senior FEMA Appeals Legal Specialist	$420.00
Principal FEMA Appeals Legal Specialist	$510.00

In the event a rate increase adjustment is agreed to by the City, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate; (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the City shall be invoiced at cost without mark-up. Project expenses will be billed at costs without mark-up.

All rates shall included Contractor expenses and overhead unless such additional expenses are specifically quoted and approved in advance by the City for specific projects assigned in furtherance of the purposes of this Agreement. Contractor invoices are subject to verification by the Executive Director, Finance or his representative, that invoiced services have been received before payment will be made. Contractor shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org .

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of three years from the effective date. The City and Contractor may mutually elect to renew this agreement for an additional three-years. The City or Contractor may otherwise terminate the Agreement at any time for convenience upon sixty (60) days' written notice. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

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

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Executive Director, Finance
City of Mobile
5th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Contractor shall be mailed to:
Tetra Tech Inc
3475 E Foothill Blvd
Pasadena, CA 91107

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.

ARTICLE 15. Boycotts
By signing this contract, 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.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Contractor shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Contractor or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are

no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. 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 Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Tetra Tech, Inc.

_____ , Its Business Unit President (title)
On behalf of Contractor

_____10/5/2023_____ Date

Acknowledgement

The State of FLORIDA

ORANGE County}

I, Sandra Fajardo, a Notary Public, in and for said County in said State, hereby certify

that JONATHAN BURGIEL whose name as BUSINESS UNIT PRESIDENT of TETRA TECH, INC., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 5th day of October, 2023

(Seal) TETRA TECH, INC. INCORPORATED FEB 4 1988 DELAWARE

Notary Public

SANDRA M. FAJARDO
Notary Public - State of Florida
Commission # HH 234558
My Comm. Expires Mar 9, 2026
Bonded through National Notary Assn.

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A City of Mobile RFP and Contractor Proposal
B Liability Insurance

City of Mobile

Request for Proposals

Addendum 1 to RFP Number: 5838

Disaster Management Consulting Services

The City of Mobile is seeking proposals for Disaster Management Consulting Services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP and to make corrections to the original RFP.

The due date for submitted written proposals remains 4:00 pm, September 14, 2023. *Submit one paper original and one digital copy (CD or flash drive) of the proposal*.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

Paragraph VIII, A. is amended to add a fourth sentence that reads: "**Submit one original paper and one digital version (either CD or flash drive).**"

Paragraph VIII, B., is amended to read, **"Submit proposals to be received by the City of Mobile Procurement Department by 4:00 pm Thursday, September 14, 2023,…."**

QUESTIONS AND ANSWERS:

The follow are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFP requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Does the City currently have a system in place that tracks current funding streams, or is that something you would look to the consultant to provide?

Answer: Yes the city's financial system can differentiate between different funding streams and can allocate costs accordingly.

2. Does the City have a budget for the services outlined in the RFP?

Answer: No. These services would only be used in the case of a federally declared disaster. In that case the contract would be covered under Category Z - Admin Costs.

3. Does the City have existing policies and procedures to be updated or should the consultant expect to create new policies and procedures for the programs?

Answer: No new policies or procedures will need to be created.

4. Would the City expect this work to be performed virtually or on-site? If on-site, what % of the time would you expect?

Answer: The City would expect a maximum of 25% on-site to cover any mandatory meetings.

5. How many and what format of copies are required for response submission?

Answer: One original paper and one electronic copy (flash drive or CD).

6. Could you please clarify whether the City is requesting hourly rates for proposed billing titles, or some other form of price proposal?. If hourly rates, should these be all inclusive, meaning including the costs of direct labor, overhead, profit, and expenses (such as travel costs)?

Answer: The City is asking proposers to propose billing rate structures and amounts that have worked the best for them and think will work the best for City needs and objectives. Alternative billing rate structures may be proposed.

7. Does the City currently, or in the past 5 years, have an incumbent firm performing any of the listed services? If so, please identify the firm(s).

Answer: The City does not have an incumbent firm.

8. Does the City anticipate that the selected contractor will work on current or legacy disaster or grant programs? If so, please provide an estimate or range of grant funding dollars.

Answer: The City expects the selected Contractor to work only on future disaster or grant programs.

9. For past performance, what would you like us to provide? Are you looking for years or a certain number of contracts?

Answer: Please see Exhibit C to the RFP.

10. For IT solutions, what all is needed? Are you simply looking for computers or do you have specific softwares the city would like to be used?

Answer: The requirement in paragraph IV.E. presumes the Contractor has for other customers, and will in the performance of these contract services, use technology to provide the consulting support requested. The City does not expect proposers at this stage to be familiar with the City's current and future software and technology. Exhibit C to the RFP describes what information the City expects proposers to provide.

11. What applications is the city currently using that require compatibility?

Answer: The requirement in paragraph IV.E.1 is meant as a prospective requirement that the Contractor will work to integrate with whatever relevant technology the City may be using for whatever program, mission, or response requires the consulting support.

12. Do you have a Public Assistance software being used currently?

Answer: No.

13. What state filing software system is being used?

Answer: None. State financial reporting is handled through the Alabama EMA Grants Portal. They access any and all files through www.grantee.fema.gov

14. How many staffers are you expecting to need?

Answer: We have not hired these services before.

15. How far behind are you on your current disasters?

Answer: The Contractor will be used only for future events.

16. What active disasters is the City currently working on?

Answer: See answer 15 above.

17. Do you have any PWs in appeals with FEMA or the State?

Answer: See answer 15 above.

18. Do you have any disasters approaching the federal closeout date?

Answer: See answer 15 above.

19. Do you have any PWs needing additional subject matter expert technical support such as Mitigation, EHP, Cost Estimators, etc.?

Answer: See answer 15 above.

20. Is this a re-compete? If so, is there an incumbent?

Answer: No. No.

21. Will the City of Mobile recognize federal DBE certifications, specifically SDVOSB and 8A?

Answer: Yes, but only for minority, woman, and SDVOSB-owned businesses. See Exhibit B to the RFP.

22. Does the City have current work that they need supported?

Answer: See answer 15 above.

23. On page 14 of the RFP, Section VIII. Proposal Submissions, Section B. it states: "Submit questions regarding this RFP in writing by email NLT September 7, 2023 to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Thursday, August 17, 2023, in a sealed package or envelope marked: City of Mobile Request for Proposal, Mobile Alabama Disaster Management Consulting Services, Due 4:00 pm September 14, 2023" Will the City please clarify the discrepancy in the due date listed in this section?

Answer: Proposals are due 4:00 pm, September 14, 2023.

24. The City has included support for CDBG-DR in the Performance Specifications section of RFP 5838. The City has also released a separate RFP for professional consulting and planning services for CDBG-DR. How does the City plan to reconcile inclusion of CDBG-DR support in RFP 5838 with the RFP dedicated to CDB-DR services? If a proposal is submitted in response to RFP 5838, does that exclude us from responding to RFP – Professional Consulting and Planning Services for Disaster Recovery (CDBG-DR) Grant?

Answer: This RFP specifically excludes CDBG-DR support. See paragraph I. Summary. The same vendor may submit proposals for either or both RFPs and be awarded either or both contracts.

25. Regarding paragraph 1.s. Cost Principles on page13 of 26: "Any adjustment to the CONTRACTOR's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). CONTRACTOR further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract." Does this section suggest that the Contractor should comply with CAS within their own accounting or can we use standard GAAP principles and assist the City using CAS principles within 2 CFR 200 Subpart E-Cost Principles?

Answer: This contract would be federally funded. All reimbursement requests would have to be well documented and comply with the Code of Federal Regulations.

26. Assuming the answers to questions are released on the next possible business day after submission (Friday, September 8), and firms will only have 2-3 business days to reconcile their proposals with the answers to questions for printing and shipping their responses within a reasonably safe delivery window. Would the City consider extending the proposal deadline to allow additional time to reconcile answers to questions?

Answer: No.

27. To protect confidential and trade secret information, would the City allow firms to submit an electronic, redacted copy of their proposal alongside their hardcopy submission?

Answer: No. Consider all proposals as potentially subject to public disclosure.

28. What is being proposed in this RFP is a stand-by contract for vendor support. Given that this is a stand-by contract for which there is no known disaster or set of needs, how should proposing vendors address the questions asked of total cost for the project? Similarly, while we can certainly target a minimum of 15% of the work going to MBE firms on our team, without knowing what work is going to be requested and needed means that it is impossible to commit to specific percentages of work for contractors. How should that be handled in our response and Exhibit B of the RFP?

Answer: Refer to Exhibit C.

29. Would the City be amenable to electronic submittal of the Bidder's proposal?

Answer: No. Submit sealed packages with one printed and one electronic (flash drive or CD) copy.

30. Is there an incumbent for the scope of work described in the RFP of reference? If so, who?

Answer: No.

31. Does the City have active work the successful Bidder would be expected to complete upon contract award? If so, could the City provide a description of the same?

Answer: See answer 15 above.

32. If there is active work, could the City provide information about the related disasters, the number of damages, and the number of projects still open?

Answer: See answer 15 above.

33. Can the City please confirm that Bidders must provide one original paper and one digital (CD or Flash Drive) sealed proposal by 4 pm, Thursday September 14, 2023, per the information included on the City's website?

Answer: Yes.

34. Under "Plan/Approach to the Project" of Exhibit C "proposal Submission Template," the City asks that vendors include "response routine throughout the year." Could the City provide more detail regarding what Bidders should provide in response to this request? For example, is the City asking Bidders to explain how Bidders would respond to an emergency event?

Answer: Yes. This contract would become active in an emergency event. The city would like to know how you would respond to an emergency event, how you would plan to move forward throughout the process of gathering relevant cost information and other documentation, submitting PWs and responses to any RFIs, and additional plans through closeout of event.

35. Section IV.E. Performance Specifications, Information Technology, Data Management and Reporting Support asks Bidders to "provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of the disaster recovery programs." What applications does the City currently use?

Answer: See answer 11 above.

36. Can the City confirm that no certificates of insurance need to be included with the proposal?

Answer: Yes. No certificates are required to be submitted with the proposal.

37. Section VI.B on Insurances requires Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence) and Umbrella Liability of $1,000,000/occurrence. Will the City accept General Liability in excess of $1,000,000 (to include bodily injury) in lieu of the foregoing?

Answer: The City will consider alternate insurance coverage proposals.

38. Section VI.B on Insurances requires Comprehensive General Liability Coverage for Property damage ($100,000/occurrence). Will the City accept Coverage to Rented Premises ($250,000) in lieu of the foregoing?

Answer: The City will consider alternate insurance coverage proposals.

39. The RFP asks for summaries of customers for whom we are providing similar services. As we have done so for a very large number of entities, can the City clarify how many it would like us to include as part of our RFP response to demonstrate experience?

Answer: Use your best judgment as a representative sample.

City of Mobile
Request for Proposals
RFP Number: 5838

DISASTER MANAGEMENT
CONSULTING SERVICES

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from experienced firms to provide management and administrative support of grant activities related to disaster preparedness and response, as needed for Federal and State programs, including Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), US and Alabama Departments of Transportation (DOT and ALDOT), Alabama Department of Emergency Management (ALEMA), Alabama Department of Economic and Community Affairs (ADECA), and grant programs related to disaster relief and recovery. This solicitation is not for programs funded by the U.S. Department of Housing and Urban Development (HUD). The City will issue a separate solicitation for management consulting for those programs.

Proposals Due: **4:00 p.m, Thursday, September 14, 2023**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

,

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions NLT September 7, 2023 to: Purchasing@CityofMobile.org

Timeline for Award:	Proposals due:	September 14, 2023
	Contract award	September 29, 2023
	Performance begin	October 1, 2023

II. BACKGROUND / PURPOSE

The City desires to make the best use of federal and state disaster preparedness, response, and recovery assistance, but does not have sufficient current expertise to manage the complexities of awareness, eligibility, compliance, and administration attendant to these programs. Recognizing that Contractors have developed specialized expertise in helping municipalities access these funding streams, the City wishes to select and retain a Contractor with competence relevant to Mobile's risk areas, best suited to help the City

successfully manage its disaster efforts and optimize its resources. The selected firm will be managed primarily by the City's Executive Director of Finance, with broad access to all City programs and departments.

III. CONTRACT TERM

The City expects to enter into a three-year contract with the selected Contractor, with the option to renew for an additional three-year period.

IV. PERFORMANCE SPECIFICATIONS

A. The selected Contractor, working closely with and at the direction of City staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract. Services provided in the development of such programs may include, but are not limited to the following:

B. FEMA Public Assistance (PA) Advisory Services
   1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
   2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
   3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, Environmental and Historic Preservation Management, Davis-Bacon and Section 3 as necessary.
   4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
   5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.
   6. Assess damage to public infrastructure components, transportation systems, and facilities.
   7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
   8. Review all data and supporting documentation to determine eligible adequate costs.
   9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDDs") and project Scope of Work ("SOW").

10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)
11. Evaluate alternate and/or improved projects.
12. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/ reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the City through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit.
19. Respond to audit findings, as required.
20. Coordinate as necessary with City Disaster Debris Monitor and Removal Contractors.

C. FEMA 404 Hazard Mitigation Grant Program (HMGP)
   1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
   2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

D. Financial and Grant Management Support
   1. Advise on FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including Contractor costs.
   2. Provide general grant management advice.
   3. Perform internal controls assessment.
   4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
   5. Meet with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
   6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
   7. Provide oversight of Contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.

8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long- term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.
13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include scope of work which anticipates disaster work and ensures the cost are reasonable in the current market environment.
14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
15. Perform Cost-Benefit Analysis when necessary to support the City's determination of pursuing reimbursement.
16. Track, monitor and report time and activities performed by Contractor's Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.
17. Provide monthly written performance and status reports to the City on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant assistance programs.
18. An active Unique Entity Identifier (UEI) is required at the time of application.

E. Information Technology, Data Management and Reporting Support
   1. Provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of the disaster recovery programs.
   2. Manage data for disaster recovery programs.
   3. Provide expertise using systems to report, manage, and analyze information to optimize and improve the disaster recovery programs.

V. PRICING

The City expects that City cost for services will be based on contract hourly or project-based unit rates. Contractor unit rates will be based on those submitted as part of this RFP. Contractor billing will be based on City task order and specific Contractor work plans submitted and approved in advance by the City. Contractor work plans will include timelines, deliverables, cost estimates, and

invoice intervals. City task orders will task Contractor performance requirements for specific responses or grant opportunities

VI. OTHER PROVISIONS

A. Contract: Contractor will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit A** in this RFP.

B. Insurance: Contractor shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured.

   a. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence), and for Property damage ($100,000/occurrence); Automobile Liability of $500,000 bodily/property per occurrence), and Umbrella Liability of $1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

   b. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

C. E-Verify: Contractor may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Contractors will be required to provide verification of Enrollment in the E-Verify program.

D. Licenses: Contractor will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Contractor will be required to hold and maintain a City of Mobile business license.

E. Non-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. Contractors are asked in their proposals to demonstrate subcontractor partnerships with disadvantaged business enterprises by completion of **Exhibit B**. and submitting with the proposal.

F. Federal Funding Clauses. As this contract is expected to be funded by federal and state grants, the following federal grant clauses of general applicability, as required by 2 CFR Part 200, and specific terms applicable to relevant federal programs, are incorporated herein and will be applicable to the work performed by Contractor. Specifically, the following provisions will apply:

a. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

b. To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

c. Equal Employment Opportunity. In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

d. Davis-Bacon & Copeland Anti-Kickbacks Acts—Not Applicable

e. Contract Work Hours & Safety Standards Act

i. Overtime requirements. No Contractor or subcontractors 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 (40) 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 (40) hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph above of this section the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the U.S. 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 the paragraph above of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.

iii. Withholding for unpaid wages and liquidated damages. The City 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 subcontractors 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 subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph above of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs above 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 subcontractors or lower tier subcontractors with the clauses set forth in the paragraphs above of this section.

f. Right to Inventions Made Under a Contract or Agreement—Not Applicable.

g. Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000.00) financed in whole or in part with Federal assistance.***

h. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($150,000.00) financed in whole or in part with Federal assistance.***

i. Energy Conservation. The Contractor agrees to comply with the 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, 42 U.S.C. §§ 6321, *et seq.* ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

j. Government-Wide Debarment & Suspension. This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The Contractor, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with

requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (Contractor and lower tier participants must comply):

i. Verification. The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at http://epls.arnet.gov or http://www.epls.gov, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.

ii. Disclosing Information. The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

k. Lobbying. The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. ***The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts***

are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

l. Recovered Materials. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

m. Conflict of Interest. No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employee any of the above, has a financial or other interest in the firm selected for the award.

n. Disadvantaged Business Enterprises (DBE). See section VI. E. above.

o. Access to Records and Reports and Record Retention. The record keeping and access requirements extend to all third party Contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

    i. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

    ii. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of

termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

iii. Access to Records.
   1. The Contractor agrees to provide sufficient access to FEMA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   2. The Contractor agrees to permit, and require its subcontractor to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.
   3. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.
   4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its Contractors access to the sites of performance under this contract as reasonably may be required.

p. Termination or Cancellation of Contract. For all contracts in excess of $10,000, the Termination clause in section THREE (3) extends to all third party Contractors, and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. 200.339 and 2 C.F.R. Part 200, Appendix II (B).

q. Breach of Contract Rights and Remedies. All contracts in excess of $150,000 shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third-party Contractors and their contracts at every tier. For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

i. Rights and Remedies of the City **-** The CITY shall have the following rights in the event that the CITY deems the Contractor guilty of a breach of any term under the Contract.
   1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
   2. The right to cancel this Contract as to any or all of the work yet to be performed;
   3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
   4. The right to money damages.

ii. Rights and Remedies of the Contractor **-** Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

iii. Remedies **-** Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

iv. If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq*., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of the Federal awarding agency is required.

r. Copyrights and Rights in Data—Not Applicable

s. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

VII. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of experience, expertise, performance history, and value to the City. The City values local knowledge and familiarity with City risks key partners The City may elect to conduct interviews of all, some, or none of the proposers, conduct reference checks and follow up questions or clarifications, and waive any irregularities appropriate to the effective and efficient selection and award. Any protests regarding City selection and award must be made in writing to the City Attorney not later than five business days of City Clerk publishing of the City intent to award by advertisement of the proposed contract award by on the City Council agenda. The following scoring areas will be used by the City for selection:

Qualifications and experience of the proposed firm	20 pts
Qualifications of proposed team members	20 pts
Performance history/References	20 pts
Technical approach to the work/Plan to perform	30 pts
Proposed rates and cost items	10 pts
Total	100 pts

VIII. PROPOSAL SUBMISSIONS

A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit C)** and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.

B. Submit questions regarding this RFP in writing by email NLT September 7, 2023 to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by 4:00 p.m. Thursday, August 17, 2023, in a sealed package or envelope marked:.

City of Mobile Request for Proposals
Mobile Alabama Disaster Management Consulting Services
Due 4:00 pm September 14, 2023

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

EXHIBITS
A. Sample Contract Template
B. Supplier and SubContractor Form
C. Proposal Submission Form

EXHIBIT A: CONTRACT TEMPLATE

Project: City of Mobile Alabama
Disaster Consulting Services

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City"), a municipal corporation organized under the laws of the State of Alabama, and ……(hereinafter "Contractor").

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Contractor shall provide Disaster Management Consulting Services, as required by City of Mobile RFP 5838, and Contractor's responsive proposal, which is attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the liability 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. The insurance shall meet the minimum requirements as stated in the City of Mobile RFP in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any material breach by Contractor of its obligations concerning health, safety or environmental matters under the terms of this Agreement, the City has the right to immediately terminate the Agreement and pay only for work successfully performed. In the event of any other material breach by Contractor of its obligations under the terms of this Agreement, the City shall state its complaint(s) in writing and present them to Contractor at the address provided below. Upon actual receipt, Contractor shall have ten (10) days to cure all defects. In the event that either party to this Agreement engages the services of an attorney to protect or to enforce its rights with respect to the breach or apparent breach of this Agreement, then the losing party shall pay and reimburse the prevailing party for the reasonable

attorneys' fees and expenses which the prevailing party incurred with respect to its enforcement of this Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto and is ultimately determined to have zero liability or fault in said lawsuit or legal proceeding, Contractor hereby agrees to reimburse the City for all of its reasonable costs of defense, including but not limited to all reasonable attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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.: 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.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: 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.

ARTICLE 10. Method of Payment: The City will pay Contractor as agreed for each scope of work and Contractor City-approved work plan at the rates as reflected in Exhibit A. Contractor will invoice at the following rates:

All rates shall included Contractor expenses and overhead unless such additional expenses are specifically quoted and approved in advance by the City for specific projects assigned in furtherance of the purposes of this Agreement. Contractor invoices are subject to verification by the Executive Director, Finance or his representative, that invoiced services have been received before payment will be made. Contractor shall submit invoices by mail to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: vendorinvoices@cityofmobile.org .

ARTICLE 11. Effective Date, Term, Renewal, and Termination of Contract: The effective date of this agreement will be October 1, 2023. This contract shall be for a term of three years from the effective date. The City and Contractor may mutuatly elect to renew this agreement for an additional three-years. The City or Contractor may otherwise terminate the Agreement at any time for convenience upon sixty (60) days' written notice. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

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

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Executive Director, Finance
City of Mobile
5th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Contractor 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.

SAMPLE

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 15. Boycotts
By signing this contract, 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.

ARTICLE 16. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

ARTICLE 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

ARTICLE 18. Assignment. Contractor shall not assign any of his rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

ARTICLE 19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

ARTICLE 20. Unenforceability of Provisions. Remainder of Contract Valid. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 21. Default. A party to this Agreement shall be in default if it materially breaches any of the provisions herein or if any representation or warranty made by either Contractor or the City shall have been false or misleading in any material respect as of the date on which such representations or warranty was made, including any party's misrepresentation concerning its financial condition.

ARTICLE 22. Representations and Warranties. Both parties to this Agreement represent and warrant that each of them has the power to enter into this Agreement, that there are no unresolved claims or disputes between them, that both shall furnish true and correct financial statements, records, certifications and other information as may be reasonably requested and that in carrying out this Agreement, the parties are not knowingly in violation of any local, state or federal law related to the services provided herein.

ARTICLE 23. Force Majeure. Neither party shall be deemed to be in default on account of any Acts of God, act of a public enemy act of a superior governmental authority, major weather disturbance or any other identifiable circumstance of such a significant

SAMPLE

nature that a reasonable person would believe is beyond the control of either party to this Agreement.

ARTICLE 24. 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 Contractor by such duly authorized officers or individuals as may be required by law.

Contractor, _____

_____ , Its _____ (title)
On behalf of Contractor

_____ Date

Acknowledgement

The State of _____}

_____County}

I, _____, a Notary Public, in and for said County in said State, hereby certify

that _____ whose name as _____ of _____, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of _____, 20__

(Seal) Notary Public

CITY

_____
Its Mayor

_____ Date

SAMPLE

ATTEST:

_____
City Clerk

_____ Date

Exhibits: A City of Mobile RFP and Contractor Proposal
B Liability Insurance

SAMPLE

EXHIBIT B SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		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 Section2(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. _____

_____

_____

EXHIBIT C
PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title:_____

Email _____ Phone:_____

Corporate mailing address:

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Consulting Services as required by this RFP.

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes**.**

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year
- Mobilization processes
- Remote vs On-site service expectations
- SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)
- Software or special technical support you intend to use.

Proposed Costs: List ALL of your expected billing rates for all categories of support. Include any additional items you anticipate billing the City besides hourly rates.

Additional Information: Any additional information you believe relevant**.**

SIGNATURE
I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write “None” below).

_____

_____

_____

_____

_____

Proposer Corp. Name:_____

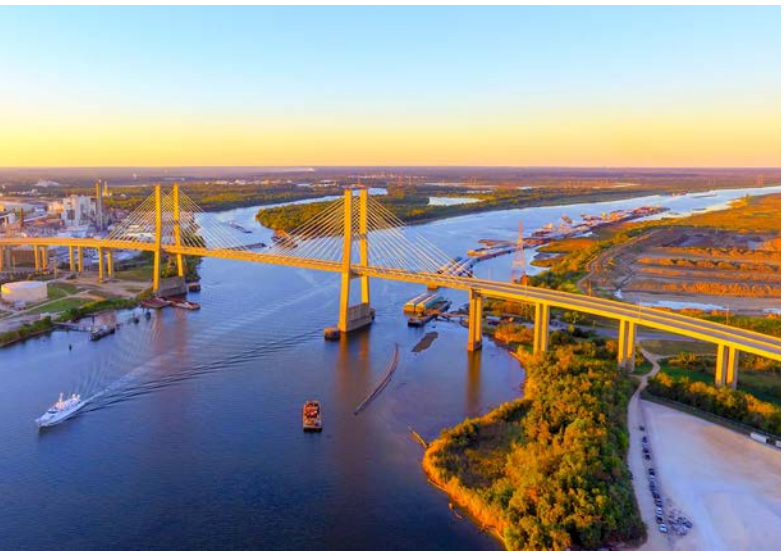
Authorized Agent Name (PRINTED):_____

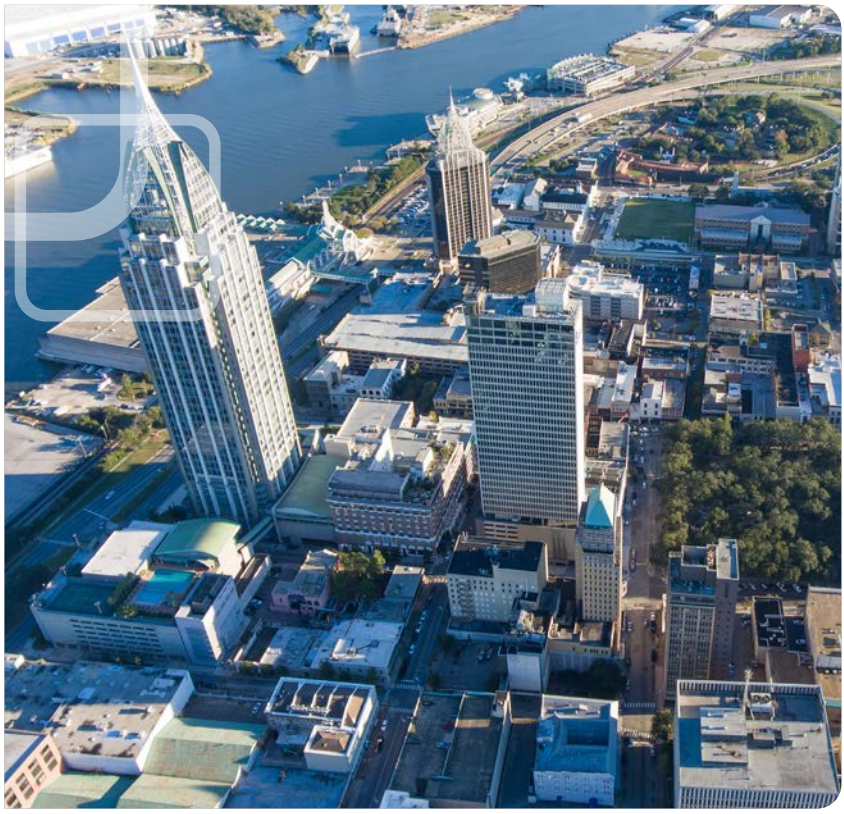
Signature:_____

Title:_____

Date: _____

TETRA TECH







Proposal for RFP NO: 5838

Disaster Management Consultant Services

City of Mobile, AL

Electronic | September 2023

EXHIBIT C
PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name Tetra Tech, Inc.
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: Jonathan Burgiel Title: Business Unit President

Email TDR.Contracts@tetratech.com Phone: 321-441-8500

Corporate mailing address:
3475 E Foothill Blvd
Pasadena, CA 91107

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Consulting Services as required by this RFP.

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes**.**

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

Response routine throughout the year
Mobilization processes
Remote vs On-site service expectations
SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)
Software or special technical support you intend to use.

Proposed Costs: List ALL of your expected billing rates for all categories of support. Include any additional items you anticipate billing the City besides hourly rates.

Additional Information: Any additional information you believe relevant.

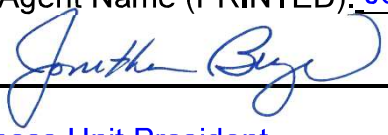
SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

None.

Proposer Corp. Name: Tetra Tech, Inc.

Authorized Agent Name (PRINTED): Jonathan Burgiel

Signature: 

Title: Business Unit President

Date: September 12, 2023

Table of Contents

Table of Contents 1
Cover Letter 2
Team Organization 4
Qualifications of Proposed Staff 5
Past Performance 11
Plan/Approach to the Project 22
Proposed Costs 66
Additional Information 67

Cover Letter

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

September 14, 2023

Subject: **Disaster Management Consultant Services | RFP NO. 5838**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to the City of Mobile (City) to provide disaster management consultant services related to federal grant programs, including Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) and Hazard Mitigation programs. We will leverage our national expertise in FEMA, U.S. Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), and other disaster recovery programs garnered from more than 1,000 engagements with state and local jurisdictions over the last 25 years.

With 22,000 employees, $4.5 billion in annual revenue, and broad capabilities, including disaster response and recovery, logistics, and infrastructure engineering, the Tetra Tech team has the staffing, financial resources, and direct experience needed to successfully complete the services requested. **Our firm offers the following qualifications:**

Strong Presence and Relationships in the State of Alabama.

Our team has responded to many Alabama communities, dating back to 2014. Our team assisted Lee County following the March 2019 tornadoes, which generated 170,000 CYs of vegetative debris and 6,000 tons of C&D debris. Additionally, our team responded to Hurricane Sally, assisting Dallas and Baldwin Counties with disaster debris removal monitoring operations. Our team hired hundreds of local field staff to oversee the removal and disposal of over 4,425,000 CYs of debris and almost 50,000 hazardous trees, leaners, hangers, and stumps in Baldwin County alone. We have also assisted several Alabama agencies with emergency preparedness, training, and exercise projects including the Alabama Department of Transportation. Tetra Tech maintains offices in the State of Alabama, including an office in Mobile. Through our local presence and regular interactions, our team has developed relationships and familiarity with many key stakeholders in the state.

National Best Practices with a Local Focus.

Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have **more than $12 billion of experience in post-disaster grant application, administration, program management, and project delivery.** We have assisted clients in response to every major disaster occurring in the United States in the last 20 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best in class integrated disaster recovery services to meet the City's needs for current and future disasters.

Immediate Response Capability.

Tetra Tech is intimately familiar with post-disaster operations in the City of Mobile. With Tetra Tech disaster response and recovery experts located throughout the State, we can stage a full-scale mobilization upon notification of award. At the height of the Camp Fire Response in California in 2018, more than 1,000 Tetra Tech staff were in the field. For the NorCal Fire response in 2017–2018, more than 800 Tetra Tech staff members were working on the field project team. As these wildfires raged on in California, Tetra Tech concurrently provided project management staff to responses for Hurricanes Harvey, Irma, and Maria. At peak, more than 6,000 Tetra Tech field staff were deployed throughout the country.

Community Driven Project Team.

With Tetra Tech's national expertise, expert partner in subcontractor Baker Donelson, and commitment to continuing efforts to locate DBEs to meet or exceed the City's subcontracting goal, our project team is experienced with grant management services and grounded in the local community. We feel that this approach provides high value to the City of Mobile in combining the resources of a large national highly diversified firm with multiple smaller firms that have extensive local experience and relationships. This approach meets the spirit of the Stafford Act in involving the community in its own recovery.

Dedicated Team of Experts with Vast Pool of Resources Available to the City.

Our goal is to work side-by-side with the City as they maximize their funding. As the City embarks on a journey to find a consultant for disaster management consulting services, it's vital that the City works with a multifaceted team that has years of experience across the spectrum of disaster response and recovery services. Having assisted clients in response to every major disaster occurring in the United States for the last two decades, no other firm in the U.S. can boast this full-service capacity, multi-disciplinary expertise, combined with economic development and infrastructure expertise as Tetra Tech. **A vital member of the Tetra Tech Team is Ms. Allison McLeary, an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across state, federal, and local governments**. **Additionally, our proposed Project Manager, Andy Burns, is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development.** Our team brings a vested interest in ensuring the success of this contract. Tetra Tech's staff of disaster recovery experts has assisted communities after disasters with issues such as emergency protective measures, infrastructure recovery, grant management, and long-term recovery planning. We offer best-in-class engineering, integrated project management, and disaster recovery services to meet the City's needs in responding to and recovering from a variety of disaster types.

Program Designed to Maximize Speed, Mitigate Risk, and Ensure Compliance.

The City of Mobile is looking for a partner that can ensure the maximum recovery funding. Tetra Tech has a proven methodology for assisting clients after large disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the City is to deliver high-quality, audit-ready files, which allows the City to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.

Tetra Tech would be honored to serve as the City's trusted partner and are fully prepared to provide the expert-level support the City expects. For questions regarding this response, please contact me or the representatives listed below.

Technical Representative:
Ms. Allison McLeary
63 S. Royal St. Ste. 1106 Mobile, AL 36602
(321) 441-8511 | Allison.McLeary@tetratech.com

Contractual Representative:
Ms. Betty Kamara
63 S. Royal St. Ste. 1106 Mobile, AL 36602
(321) 441-8511 | TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

Team Organization

Tetra Tech, Inc. (Tetra Tech) was founded as an environmental engineering and technical services firm and has grown to be a worldwide leader whose employees innovate solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Since its founding, Tetra Tech became a publicly traded company (NASDAQ-TTEK) in 1991 and now generates annual revenues of over $4.5 billion. ***Each year, Tetra Tech earns top rankings from industry trade journal Engineering News Records. We are currently ranked #4 in the list of Top 500 Design Firms.***

Company Overview

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology in 1966. Our select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During these first decades, Tetra Tech completed projects that had global significance, from a groundbreaking tsunami wave study for the Atomic Energy Commission to master planning and designing coastal protection measures for Egypt's Nile River Delta.

Tetra Tech Snapshot

- **Business Organization:** Corporation
- **Stability:** 56+ years in business (founded 1966)
- **Transparency:** Publicly traded (NASDAQ:TTEK)
- **Strength:** $4.5B annual revenue
- **Employees:** 22,000 worldwide

During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved groundwater modeling, landfill closing, and restoring contaminated military and manufacturing facilities and sites. The firm completed highly visible projects on behalf of the Department of Defense, the Environmental Protection Agency, and other federal agencies, all of which launched the company to its place among the leading environmental and engineering firms in the United States.

In 1991, Tetra Tech became a publicly traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project lifecycle.

Tetra Tech supplemented this proud history with the addition of Disaster Recovery and Emergency Management Operating Units and quickly developed into a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services.



Qualifications of Proposed Staff

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program (HMGP), U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), National Environmental Protection Agency (NEPA), Office of Inspector General (OIG), U.S. Treasury COVID-19 appropriation, among others.

Our technical advisors have worked with and, in some cases, have served as employees of many of the federal funding agencies that will be providing federal grant support. With these relationships, critical decisions and key issues can be addressed at the highest level.

Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

We are committed to providing a **consistent and coordinated project team** to successfully complete this scope of work and affirm our ability to commence full operations immediately after notification of award.



Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Alabama-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in Alabama.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.



Ms. Allison McLeary, Esq., will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the **former Recovery Bureau Chief of the Florida Division of Emergency Management and Recovery Legal Counsel for Louisiana's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**, she offers direct, senior-level experience administering grant programming in coordination with federal, state, and local agencies.

Value Add to the City of Mobile: With 18 years of program administration and policy expertise in federal grant programs, Ms. McLeary is a level-headed expert who can guide the project team with any questions they have.



Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the FEMA, Hazard Mitigation Assistance (HMA), FEMA PA Program, 2 CFR 200, HUD Community Development Block Grant (CDBG)-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include work in 17 states across 8 FEMA Regions, and support to more than 100 state and local governments clients since 2004.

Value Add to the City of Mobile: Mr. Buri's 16 years of experience and representation of over $3 billion in disaster-related grants results in an expert in post-disaster funding. His attention to detail and knowledge of government intricacies ensures that the City of Mobile will have a partner that is led by someone who can optimize its resources.



Ms. Brenna Minor, AICP, is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

Value Add to the City of Mobile: Ms. Minor's 15 years of experience in serving as a team leader in grant program administration has provided her with experience in the full spectrum of grant management. Her experience in CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects means that she is able to coach her project teams on how to leverage multiple funding streams.

Project Team

Tetra Tech has identified a team of program staff to support the City. We have selected team members who have previous experience in similar operations. **Brief summaries of each of our team members' experience are provided below.**

Proposed Staff	Brief Introduction
Christina Hendrick, **Program Manager**	Ms. Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than $4 billion of FEMA and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA PA, FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs. Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across 7 FEMA regions, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business

Proposed Staff	Brief Introduction
	management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts. Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.
Value Add to the City of Mobile: Ms. Hendrick's 14+ years of experience, oversight of more than $4 billion in FEMA and HUD grant funding, and supervision of critical projects across seven FEMA regions translates into a Program Manager that is prepared to make the City of Mobile's Disaster Management Consulting Services program a success. Her dedication to continuous process improvement and clear communication serves as a rock-solid foundation for the project team.	
Andy Burns, **FEMA Public Assistance**	Mr. Burns is an experienced FEMA PA grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.
Value Add to the City of Mobile: Mr. Burns is a FEMA Public Assistance expert that is steeped in knowledge and understanding of the ins-and-outs of FEMA Public Assistance grants. He has worked with many communities of similar scope and size and understands how to work alongside City staff.	
Rose Whitehair**, FEMA Public Assistance**	Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.
Value Add to the City of Mobile: Mrs. Whitehair is adept at working with clients to ensure that all aspects of their grant applications are clearly submitted in totality. She boasts clear knowledge of FEMA grant guidelines and will keep the City abreast to any changes as they occur.	
Alec Rozas, **Damage Intake Support**	Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.
Value Add to the City of Mobile: Ms. Rozas' expertise in damage intake support was forged in the difficult aftermath of Hurricane Maria in Puerto Rico. As a task force lead, she managed a team's site visits and ensured that they accurately documented the damage description and assessments, laying the groundwork for successful grant applications.	
Alex Garde, PE **Damage Intake Support**	Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.
Value Add to the City of Mobile: Mr. Garde's background as a Professional Engineer and more than 10 years of experience in the field of structural and civil engineering will support the City of Mobile's damage intake support efforts. He excels at leading teams of inspectors and engineers who accurately assess and document damage.	
Reuben Meador, CPM, CSND, **Mitigation**	Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possess a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.
Value Add to the City of Mobile: Mr. Meador has extensive experience related to disaster recovery and mitigation programs to best support our clients as they recover from catastrophic events.	
Nick Dimassimo, **Mitigation**	Mr. DiMassimo has 5 years of combined work and research experience in hazard mitigation projects, environmental science, and sustainability. He currently serves as a Mitigation Specialist submitting

Proposed Staff	Brief Introduction
	applications for clients across the State of Florida. Mr. DiMassimo has an in-depth understanding of HMGP eligibility requirements, which he uses to assist clients in applying for HMGP project funding.
Value Add to the City of Mobile: Mr. Dimassimo's deep understanding of eligibility requirements and knowledge of the intricacies of grant application process will ensure that the City of Mobile is supported beyond the initial recovery period.	
Meridith Sanders, **Procurement and Appeals**	Ms. Meridith Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.
Value Add to the City of Mobile: Ms. Sanders' overarching knowledge of FEMA Public Assistance 2 CFR 200 compliance will ensure that applicants' packages are thoroughly prepared and ready to withstand the review process. She successfully and calmly advocates for clients and applicants throughout the entire grant application process.	
Mike Schaub, **Public Assistance Closeout**	Mr. Schaub has over 20 years of experience in homeland security, disaster recovery, and intelligence, managing resources, personnel, and planning and processes in both large and small-scale disasters. Mr. Schaub maintains excellent critical thinking, analytic skills, and effective communication. He is a 2019 graduate of FEMA's CHDS graduate program. Mr. Schaub has extensive experience with executive management of project nomination, planning, and execution of public assistance and hazard mitigation projects, and has provided direct support to over 40 counties and cities in recovery and mitigation efforts in post flood and wildfire phases. Additionally, Mr. Schaub has international training experience, including serving as advisor to the Iraqi Air Force and extensive travel and interaction with Latin American militaries. Mr. Schaub also maintains skills in training and mentoring.
Value Add to the City of Mobile: The closeout period of the grant application process involves monitoring of work completing, reconciling final costs, and closing out subgrants – all of which require a high level of attention to detail. Mr. Schaub has more than 20 years of experience working with the federal government and, as a graduate of FEMA's CHDS program, is keenly aware of how FEMA operates.	
Tricia Rowan, **Public Assistance Closeout**	Ms. Tricia Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she leads program management and client liaison for $276 million in CRF projects. In this role, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of $5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at the Florida Division of Emergency Management, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.
Value Add to the City of Mobile: Ms. Rowan's expertise with FEMA's Public Assistance grants has garnered her nearly a decade of experience. From overseeing more than a quarter billion in CRF funds with Tetra Tech to working in a state-run emergency management department, Ms. Rowan has the background of ensuring a seamless closeout for applicants.	
Trevor Whitton, **Insurance**	Mr. Trevor Whitton is a seasoned emergency management expert, with over nine years of experience in FEMA Public Assistance. Mr. Whitton has managed FEMA and HUD-funded projects across the country, including Florida, Louisiana, Missouri, and New York, for both local and state-level government entities. In addition to disaster grant management, Mr. Whitton has in-depth experience with insurance cost recovery and claims litigation.
Value Add to the City of Mobile: Mr. Whitton is an expert in the insurance side of grant management, advocating for and managing projects for the City.	
Jorge Solis, **Insurance**	Mr. Solis is a business professional with over 10 years of professional work experience in fast paced business environments, including more than 7 years of specializing in insurance and federal disaster management. He is a Subject Matter Expert in federal policy, rules, regulations, grant management, consulting state agencies, and providing economic development to local governments during declared disasters.

Proposed Staff	Brief Introduction
Value Add to the City of Mobile: With a deeply rooted understanding of disaster management and insurance, Mr. Solis has the insight and knowledge of how to guide the City through the insurance process.	
Wendy Huff Ellard, **Appeals and Arbitration** *Baker Donelson*	Ms. Ellard maintains a national regulatory practice focused on disaster recovery, government contracting and public policy. She has extensive experience with the intricacies of the Robert T. Stafford Disaster Recovery and Emergency Assistance Act and regularly represents public and not-for-profit entities, contractors and industry associations to support grant eligibility and federal procurement compliance. Ms. Ellard has devoted more than 16 years almost exclusively to assisting clients with the legal and policy issues associated with disaster response and recovery. During this time, she has represented varying stakeholders and gained insight from different perspectives. Her unique knowledge and awareness of prior policy applications and interpretations applicable to the recovery process contributes to the effective, efficient approach she brings to her practice.
Value Add to the City of Mobile: Tetra Tech and Baker Donelson have partnered together several times to much success of our clients. As the leading disaster recovery administrative and regulatory law firm, Baker Donelson brings a team that has hands-on experience with FEMA. Ms. Huff Ellard is poised to assist with any appeals and arbitration needs that occur.	

Subcontractors

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project. **We are committed to meeting the 15% DBE participation goal for this project.**

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the City's RFP.



Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.

Most recently, Tetra Tech Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. Tetra Tech agrees to use its best efforts to fully comply with the City supplier diversity subcontracting requirements, including meeting the 15% percent DBE participation contract goal and complying with the DBE reporting requirements outlined in this RFP. **We have a history with a number of firms located in the City and throughout Alabama and are committed to continuing efforts to find DBEs to meet or exceed the City's subcontracting goal. The completed Exhibit B is on the following page.**

EXHIBIT B **SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL**

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Tetra Tech, Inc.
Address	63 S. Royal St., Ste. 1106 Mobile, AL 36602
Telephone	321-441-8500
E-Mail	TDR.Contracts@tetratech.com

RFP/RFQ Solicitation Number	RFP Number: 5838
Project Description	Disaster Management Consulting Services
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14,052 Female 8,004 Minority 4,637 Non-minority 4,637 SDVO 639 Total #of Employees 22,056

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Burgiel

Signature: _____ Date: 9/12/2023

Title: Business Unit 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: Betty Kamara Title: Contracts Representative

Email: TDR.Contracts@tetratech.com Phone: 321-441-8500

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 Tetra Tech, Inc. Your Bid/Proposal Amount $ TBD Date:
09 / 12 / 2023 Description Disaster Management Consulting Services

Name of Bidder/Proposer: Tetra Tech, 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

Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Tetra Tech, Inc.

Contact Person: Jonathan Burgiel, Business Unit President Phone 321-441-8500 Email TDR.Contracts@tetratech.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.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(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.

X Could not find sufficient DBEs to provide subcontracting or supplier services. Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

X 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. _____

Although Tetra Tech has not yet found sufficient DBEs to provide subcontracting or supplier services, Tetra Tech is committed to continuing its efforts to find DBEs to meet or exceed the City's subcontracting goal.

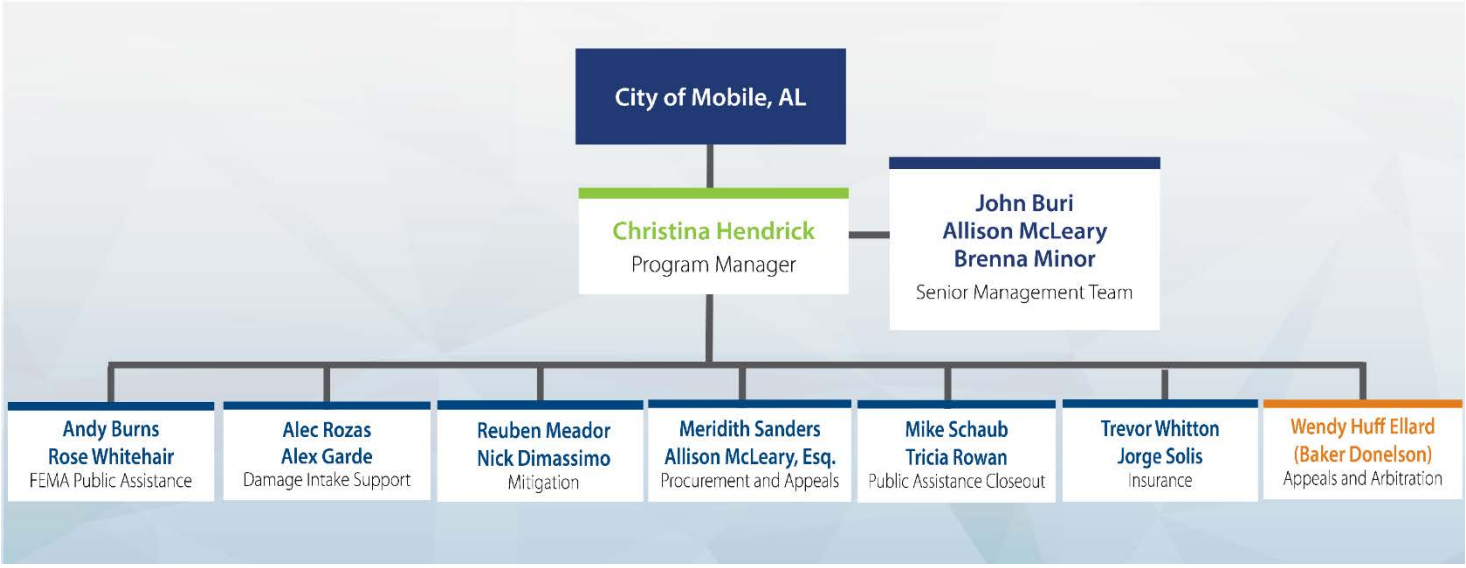
Baker Donelson – Legal Support

For more than 130 years, Baker Donelson has built a reputation for achieving results for clients on a wide range of legal matters. Baker Donelson commits to a deep understanding of a client's operations, to enable them to anticipate clients' needs and assist in their decision-making processes. Their unique approach to providing legal and policy services is enabled by their extensive support structure. As the 82nd largest law firm in the U.S., Baker Donelson gives clients access to a team of more than 650 attorneys and public policy advisors representing more than 30 practice areas, all seamlessly connected across 22 offices to serve virtually any legal and policy need.

Baker Donelson is a leader in disaster recovery administrative and regulatory law and has a unique status as the nation's only law firm with a demonstrated focus and long-term devotion to disaster recovery. The Baker Donelson team includes a former general counsel of FEMA who supervised up to 35 attorneys; the former Associate Chief Counsel of Response and Recovery for FEMA's Regional and Field Offices; the lead attorney for our 16+ years of work with the Mississippi Emergency Management Agency (MEMA); a former executive counsel of the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP); among others. They are able to scale to any need through use of their fully integrated platforms, and multiple team members from our office in Birmingham, Alabama as well as multiple offices located nearby in the neighboring Gulf-coast states of Mississippi, Florida, and Louisiana.

Organizational Chart

Tetra Tech has provided the proposed program organizational chart for this project below.



Resumes

Tetra Tech has provided resumes for key staff on the following pages.

TETRA TECH

Allison McLeary, Esq.

Senior Management Team



18 YEARS OF EXPERIENCE

Areas of Expertise

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

Grant Experience

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG
- ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than 3 years of direct experience administering grant programming throughout the State of Florida. She also served as **Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).** She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

RELEVANT EXPERIENCE

Director, Disaster Recovery Programs (March 2021 – Present)

Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

Recovery Bureau Chief (March 2020 – February 2021)
Compliance and Appeals Officer (December 2018 – February 2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida ($9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented $4.1 Billion in Recovery funds in the period January 2019-February 2021, including $2.7 Billion in PA and over $300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for $1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. ($1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018)

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

- Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery
    - Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)

Louisiana Division of Administration, Office of Technology Services

- Oversaw a team effort to identify needs, preform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet.
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the US Department of Commerce and the FirstNet Authority to include those inputs in the $7 Billion RFP for the buildout and operation of the FirstNet network.

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs

- Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response.
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
    - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
    - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.

TETRA TECH

John Buri

Senior Management Team



16 YEARS OF EXPERIENCE

41 DISASTER DECLARATIONS

$3B DISASTER RELATED GRANTS

Areas of Expertise

- DAMAGE ASSESSMENT
- POLICY AND PROCUREMENT
- DEBRIS MANAGEMENT
- DISASTER HOUSING
- GRANT APPLICATION DEVELOPMENT
- GRANT ACCOUNTING SYSTEMS
- AUDIT PROCESS
- CLOSEOUT PROCEDURES

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

- FHWA-ER PROGRAM
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

Education

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

RELEVANT EXPERIENCE

Program Manager (2008, 2015, 2017)

City of Houston, Texas | Multi-Year Emergency Management and Disaster Recovery Services

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits
- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security

- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Performance and Task Manager

Various Clients - US | Hazard Mitigation Grant Program

- Overall responsibility for the management and performance of task orders supporting $90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions.

Program Manager (2008-2016)

Montgomery County, Texas | Multi-Year Emergency Management and Disaster Recovery Services

Mr. Buri managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272). He directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program. He served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015 to Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and is currently overseeing all disaster recovery operations, including leaner and hanger removal. In addition, Mr. Buri is currently working with each community to ensure that all eligible reimbursement is captured and documented.

Program Manager (2013)

Boulder County, Colorado | Disaster Grant Management Consulting

- Overall responsibility for the management and performance of our task order for $8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of $300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives.

TETRA TECH

Brenna G. Minor, AICP

Senior Management Team



15 YEARS OF EXPERIENCE

Areas of Expertise

Program Operations & Administration

Housing Applicant Intake

CDBG and CDBG-DR Regulations

CDBG-MIT

Coronavirus Relief – FEMA, CRF and CDBG-CV

Davis-Bacon Compliance

Document Management

Eligibility Review

Hiring, Training and Development

Policy Analysis and Interpretation

Regulatory Interaction

Reporting

Technical Assistance

Key Training/Certifications

American Institute of Certified Planners (AICP) Certification

State and federal trainings including: Fair Housing, Uniform Relocation Act, Environmental and Procurement regulations

Education

Tufts University, Master of Arts in Urban and Environmental Policy and Planning, 2007

Boston University, Bachelor of Arts in Political Science, 2005

EXPERIENCE SUMMARY

Ms. Minor is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over $5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

RELEVANT EXPERIENCE

Practice Lead (May 2020 – Present)

Tetra Tech, Inc. | Austin, TX

As the HUD practice lead for Tetra Tech Disaster Recovery, Ms. Minor leads teams and provides subject matter expertise to government clients implementing federal grant programs. She currently works with CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects. Her duties include researching and providing guidance on policies, implementing project management systems, developing action plans and applications, and communicating regularly with clients.

Project Executive (October 2022 – Present)

Puerto Rico Department of Housing | CDBG-DR Housing Program

Ms. Minor oversees Tetra Tech's implementation of the Home Repair, Reconstruction or Relocation program which affected residents with housing recovery following the devastation of hurricanes Maria and Irma.

Puerto Rico Department of Housing | CDBG-DR City Revitalization Program

Ms. Minor led the startup of the multi-sector City Revitalization Program which assists local municipalities in Puerto Rico with spending housing, infrastructure and economic development funding post-hurricane.

Virgin Islands Housing Finance Authority | CDBG-DR Electrical Grid Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in for their $64 million CDBG-DR allocation from HUD.

Metropolitan Development & Housing Authority | CDBG-DR/MIT Housing Action Plan

Oversaw a team developing the Metropolitan Development & Housing Authority programs and projects for their $10 million CDBG-DR/MIT allocation from HUD.

Senior Program Manager (March 2021 – January 2022)

Various Clients | Emergency Rental Assistance Program

Develop policies and procedures, interpret Treasury guidance and lead project management teams in the implementation of ERA programs totaling more than $1 billion in assistance.

- State of Texas ERA program management – over 20,000 applicant files reviewed to-date
- City of Philadelphia ERA technical assistance
- Fort Bend County, Texas COVID-19 relief appeals processing
- Leon County, Florida ERA program management
- Broward County, Florida ERA program management

Senior Advisor (June 2020 – June 2021)

U.S. Virgin Islands | CDBG-MIT Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in the areas of housing, infrastructure, economic development, and public services for their $774 million CDBG-MIT allocation from HUD. Led a team drafting the CDBG-MIT Action Plan which was submitted to HUD and approved.

ADDITIONAL EXPERIENCE

Senior Vice President and Vice President (January 2011 – October 2019)

GrantWorks, Inc.

Ms. Minor formulated and implemented the firm's strategies and policies as a member of executive team, including strategies for maintaining success during rapid growth from 60+ employees to 160+ employees in a 1-year period. Ms. Minor established relationships, developed proposals, and negotiated and managed contracts.

As Vice President, Ms. Minor led the functions of the largest department in the company implementing federal and state grant programs for local governments, the majority of which were CDBG and CDBG-DR funded. She developed organizational tools and strategies to ensure projects were completed on time; conducted employee reviews and made staffing decisions; and interpreted government publications and regulations as they pertain to project implementation and disseminated new information to a team of 20+ project managers that later grew to more than 50. Ms. Minor also developed internal policies and procedures and grew teams in new areas of grant management, such as FEMA programs.

Director of Community Development (December 2009 – July 2011)

GrantWorks, Inc.

Ms. Minor provided technical assistance in preparing hundreds of Community Development applications for CDBG and CDBG-DR infrastructure projects. She developed processes and forms to streamline project management and incorporate staff comments and coached project managers on maintaining productive relationships with clients, engineers, and state agencies. She provided continuous support, technical assistance, and training for project management staff and served as company liaison with clients and key stakeholders. Ms. Minor also attended trainings and webinars with project managers in order to hone program knowledge and maintain certifications.

Project Manager (August 2007 – December 2009)

GrantWorks, Inc.

Ms. Minor managed 50+ Community Development Block Grant (CDBG) infrastructure projects for Texas communities. She worked directly with local government officials, project engineers, and staff members of state agencies and managed financial and technical project requirements to meet strict state and federal thresholds. Ms. Minor conducted public hearings and presented comments to local governments. She also prepared and submitted project paperwork, such as contract amendments, Davis-Bacon compliance documents, environmental studies, invoices, budget modifications and project completion reports.

GIS Specialist and Graduate Assistant (August 2005-May 2007)

Tufts University

Ms. Minor was a graduate assistant to the Urban and Environemntal Policy and Planning program at Tufts University. She also served as a GIS specialist for the Tufts GIS Labaratory.

Christina R. Hendrick, MPA, PMP

Program Manager



14+ YEARS OF EXPERIENCE

77 DISASTERS

$6B GRANT FUNDING

Areas of Expertise

Program Design / Implementation

Grant Administration

Business Planning

Project Budgeting & Accountability

Reimbursement Maximization

Process Engineering

State and Federal Regulations/Policies

Process Improvement

Resource Management

Grant Experience

FEMA PA AND FEMA HMGP

CDBG

CARES Act

Key Training/Certifications

Project Management Professional (PMP)

Education

Louisiana State University
Master of Public Administration, 2011

Louisiana Tech University Bachelor of Liberal Arts, Political Science/Pre-Law and English, 2006

EXPERIENCE SUMMARY

Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than **$4 billion** of Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs.

In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across **7 FEMA regions**, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.

Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.

RELEVANT EXPERIENCE

Tetra Tech, August 2017 – Current

Deputy Director of Financial Recovery Services

- Directly manages program managers spanning 7 FEMA regions, providing guidance and direction on PA, Individual Assistance, HGMP, CDBG, 404, 406 and 428 mitigation programs from Alaska to Puerto Rico.
- Maintains oversight of project operations across financial recovery practice nationwide, including management of budget, contracts, task orders, staffing, implementation, and compliance.
- Create Standard Operating Procedures and process improvements for all projects across the practice.
- Management and oversight of approximately 50 projects from small recovery operations to $35 million budget operations.
- Ensure adherence to project accountability and revenue recognition as well as verifying the audit process.
- Maintain expert knowledge of state and federal regulations to provide feedback and improvement suggestions to governing entities, such as FEMA, HUD, U.S. Treasury, and other grant funding agencies.
- Create and foster long-term client relationships.

Disaster Recovery Management Consultant – City of Houston, Texas

- Oversaw the technical team completing project worksheets (PWs) for estimated expenditures associated with Categories A and B totaling $360 million.
- Created standard operating procedures for site inspection, project formulation, grant management, and closeout processes.
- Oversaw technical teams conducting site inspections for infrastructure projects.
- Managed and tracked federal funds and activities through the New Delivery Model to submit up to $2.1 billion in infrastructure funds.

- Oversaw day-to-day operations, subcontractor staff, and subject matter experts, implementing the program and interpreting rules and guidelines for the best remedy in place for each situation.
- Led project teams responsible for collecting data from City of Houston departments in the project formulation process for the recovery project.
- Ensured adherence to project accountability and revenue recognition as well as verified the audit process.
- Led financial tracking of all project activities to remain in compliance with Federal and contractual requirements.

Program Manager (CRF-Treasury and FEMA Grant Management) – City of Philadelphia, Pennsylvania

- Provides consulting services to the City in response to the COVID-19 emergency regarding current and future available funding and cost recovery sources from state and federal agencies.
- Reviews investment justifications and Scopes of Work for projects requested by City of Philadelphia departments for inclusion in the COVID-19 Spend Plan.
- Provides procurement support to the City for active and future COVID-19 related procurements by reviewing applicable documentation for compliance with Federal, State, and Local requirements specific to the Grant/Fund selected for the project.
- Liaises with City leadership to collect and review COVID-19 costs and relevant documentation submitted by departments and review/reconcile relevant project documentation for compliance with selected Grant/Fund source and submit Compliance Memorandum deliverables outlining potential reimbursement pitfalls and corrective action.
- Oversees auditing of cost data (time sheets, project specific costs, outgoing payments to funding recipients (residents, businesses) to ensure all activities have been performed to follow City project SOPs and guidelines to avoid fraud, waste and abuse of funds.

Deputy Director, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) | Multiple Disasters – Baton Rouge, Louisiana

- Disaster Recovery Program Management consultant leading PA Recovery for multiple Disasters declared within the state of Louisiana.
- Direct and manage project team, providing guidance and direction on PA, performing cost analysis determinations for completed work, insurance review and reconciliation as well as eligibility reviews for management cost associated with implementing approved projects.

Deepwater Horizon Economic and Property Damages Settlement Program, August 2012 - August 2017

Federally appointed Senior Executive in charge of the Subsistence Program and Program Manager of IT Vendors for the Deepwater Horizon Economic and Property Damages Settlement Agreement, the largest class action settlement of its type in history.

Director of Subsistence Programs (Economic and Property Damage Claims), New Orleans, LA

- Created and Implemented Subsistence Program across 7 states (Alabama, Florida, Louisiana, Mississippi, New York and Virginia), 9 vendors, 70 managers (attorneys and analysts) facilitating the compensation of over $460 million dollars to fisherman and hunters for their losses resulting from the oil spill in April of 2010.
- Negotiated policies at Panel Hearings with the parties, vendors, and Claims Administrator staff.
- Administered and monitored awards, as well as monitoring and evaluating program participants. Eliminated inefficiencies among claimant submissions and program processes with all pro se claimants and law firms within the program.
- Appointed to the Court Approved Data Retention Team to interpret and executed court ordered data retention policies and processes.

Program Manager of IT Vendors, New Orleans, LA

Directed all IT vendors within the Deepwater Horizon Economic and Property Damages Settlement Agreement implementing best practices for change management, cost control, IT asset management and IT vendor management within $66.2 million budget. Negotiated agreements and manage contacts for continued support planning (staff, infrastructure, services, software, etc.). Managed the wind down and closeout of all IT related systems as required by program closeout policy and data retention order.

CDM Smith, March 2011 - August 2012

Economic Development Program Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants; developed and compiled reports.
- Prepared scopes of work and RFPs to assist program participants in hiring contractors to complete project components.
- Tracked project costs, including reviewing pay requests from program participants to assure compliance with grant agreements, program requirements, and applicable regulations.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Business management, strategic planning, business plan preparation, assistance tailored specifically toward microenterprises and start-ups, loan application and preparation services, and other technical assistance, such as accounting, insurance, marketing and legal.

Community Stabilization Program (CSP) Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Reviewed programs and policies and prepared scopes of work/RFPs to assist in hiring contractors to complete project components.
- Completed site visits to review documentation and meet with program participants. Addressed local needs in the post-flood revitalization efforts to assure positive changes to support the short and long-term stabilization and revitalization of affected communities.

Affordable Housing Program (AHP) Administrator, CDBG Disaster Recovery Program, Springfield, Illinois

Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants. Completed site visits to review documentation and met with program participants.

Special Projects Administrator, Tioga County, New York, April 2012
Tioga County Damage Assessment-Hurricane Irene and Tropical Storm Lee.

Louisiana Department of Wildlife and Fisheries, March 2007 - March 2011

State Recovery Specialist/Outreach Coordinator (Federal Block Grant Programs) (September 2009 – March 2011)

- Managed 4 projects within CDBG-funded federal fishery recovery program, including:
  - Writing program charter and guidelines
  - Managing program operations, including scope, budget, and deliverables
  - Developing and implementing objectives and policies for applications
  - Tracking and reporting project status, KPIs, performance, and costs
  - Directly managing project team
  - Conducting outreach, training, and technical assistance for potential disaster recovery grantees
- Designed and implemented application tracking system including user training and system oversight and permit and landing tracking system including user training and system oversight.
- Designed and delivered public presentations regarding recovery needs and activities to a variety of audiences including elected officials, media representatives, and other interested parties across Louisiana.

Disaster Recovery and Emergency Operations Assistant (March 2007 – September 2009)
Coordinated cabinet-level discussion among various state and federal agencies regarding combined efforts for recovery from Hurricanes Gustav and Ike. Lead contact person for LDWF Emergency Operations Center during Hurricanes Gustav and Ike under the direction of the Enforcement division. Managed web-based emergency operation center where field reports of oil and affected wildlife sightings are documented and assigned to local, state and federal officials for action.

Louisiana Office of Community Development-Disaster Recovery Unit, May 2006–March 2007

Disaster Recovery Specialist/Paralegal

Prepared a variety of CDBG disaster recovery-related legal documents, including contracts, cooperative agreements, grant agreements, property covenants, affidavits, statements of assurance, and MOUs. Coordinated research efforts for ensuring all federal and state statutory and regulatory requirements were met in legal documents. Primary liaison to the Road Home Corporation in its CDBG disaster recovery activities associated with the Homeowners Assistance Program.

TETRA TECH

Andy Burns

FEMA Public Assistance

5 YEARS OF EXPERIENCE

Areas of Expertise

Disaster Recovery
Project Management
Grant Funding
Logistics
Procurement Review
QA/QC

Grant Experience

FEMA Public Assistance
FEMA Community Disaster Loan
NRCS Emergency Watershed Protection Program
Florida State Revolving Emergency Fund
Florida DEM State Recovery Grant Program

Disasters

Hurricane Irma
Hurricane Michael
Hurricane Sally
Hurricanes Laura, Delta, and Zeta, LA
COVID-19

Training/Certifications

FEMA Grants Manager
FEMA Program Delivery Manager

Education

B.A. English
Clemson University
December 2015

EXPERIENCE SUMMARY

Mr. Andrew Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.

RELEVANT EXPERIENCE

Project Manager (December 2018 – Present)

City of Lynn Haven, FL; City of Callaway, FL; City of Albany, GA; Dougherty County, GA; Walton County, FL; Vernon Parish, LA; City of Abbeville, LA; City of Lafayette, LA; Housing Authority of South Landry Parish, LA

Mr. Burns serves as the project manager for nine clients in the financial recovery program, responsible for the day-to-day operations of the engagement including field operations and contractual aspects. This also includes serving as the primary point of contact for client staff, contractors and FEMA representatives; maintaining appropriate staffing levels; implementing quality assurance and control measures; review of daily contractor activity, and; review and submittal of contractor invoices. Among these clients, Tetra Tech has secured the following disaster recovery grant and loan amounts for Hurricane Michael with additional disasters still ongoing

City of Lynn Haven	$47,155,369.24
City of Callaway	$31,757,963.07
City of Albany	$15,598,189.79
Dougherty County	$4,435,462.28

Program Delivery Manager (October 2017 – 2018)

AECOM | Hurricane Irma

Managed projects and grant funding for the FEMA coordinated disaster relief efforts for Hurricane Irma in the state of Georgia.

- Managed FEMA projects for 7 different government entities statewide.
- Secured over $5 million in funding for rebuilding critical infrastructure.
- Served as the sole point of contact for the GA Department of Natural Resources, the third largest applicant in the state.

TETRA TECH

Rosalita (Rose) Whitehair

FEMA Public Assistance

17 YEARS OF EXPERIENCE

30 DISASTER DECLARATIONS

Areas of Expertise

EOC Operations
COVID-19 Pandemic Response
Grant/Project Closeout
Large-Scale Incident Response Tribal-State-Federal Coordination
State Coordinating Officer (SCO)
Tribal Coordinating Officer (TCO)
Grant/Project Closeout
Tribal CERT/Tribal TEEN CERT Instructor/Coordinator

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

FEMA PA
FEMA IA/IHP/ONA ADMIN PLANS
FMAG
STATE DAP
CORONAVIRUS RELIEF FUNDS (INCLUDING COMPLIANCE FOR CARES ACT, ARPA, BIL/IIJA, CAA 2021, IRA)
INFRASTRUCTURE FUNDS
USDA/NRCS

Education

The University of New Mexico
Bachelor of University Studies, Major Emergency Medical Services, Minor in Navajo Language, 2002

EXPERIENCE SUMMARY

Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.

She has assisted with providing testimony to the U.S. Congress and created correspondence to the White House for disaster requests and declarations including the recent COVID-19 pandemic.

Additionally, as the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She served as Tribal Advisor to the National Domestic Preparedness Council (NDPC) and volunteers with Team Rubicon with her boots-on-the-ground experience as an EMT, Fire Fighter and her Trauma Team experience, thus providing her patient care experience

RELEVANT EXPERIENCE

Tetra Tech (2020-Present)

Subject Matter Expert | Various Projects

- Assists Program Managers and Disaster Recovery teams by interpreting interim policies and procedures to assist with grant compliance.
- Provides written guidance and federal regulation background material in preparation for meetings with agencies and states to provide clear direction for funding options.
- The support and direction that Rose provides, helps others maneuver through the multiple funding options for COVID relief available and distributed at various levels of government, including different federal financial resources, grant and loan opportunities.
- Rose tracks other congressional bills to ascertain their impacts on federal requirements, current funding and to assist with planning for efficient use of funds and to reduce possible duplication of benefits.

New Mexico Department of Homeland Security and Emergency Management (2016-2020)

State Coordinating Officer/Recovery Unit Manager/Emergency Operations Center Director

- Task Force Lead and State Coordinating Officer managing COVID Emergency Operations Center staff during the pandemic response in the state of New Mexico. Partnered with other agencies encompassing over 3,000 responding state and tribal agency personnel, including the National Guard.

- Rose activated and operated the State EOC for wildfires, floods, large scale events, disaster declarations, establishing protocols for all Support Functions from several cross-functional teams across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Led and managed response and recovery (warehouse/delivery/sheltering) support functions for the COVID-19 Emergency Operations Center supporting Incident Command Posts for 106 municipalities, 33 counties and 23 tribes.
- Assisted with COVID Response and Recovery duties monitoring and guiding Alternate Care Facilities, Non-Congregate Sheltering Public Health Orders policies and documentation, feeding and distribution of food and water to rural communities. Certified SCO (State Coordinating Officer) through FEMA for EOC Activation of COVID-19 Pandemic Response for DR-4529-NM.
- Activated and operated the State of New Mexico's EOC for wildfires, floods, large scale events, disaster declaration including the COVID-19 pandemic response, established protocols for all Emergency Support Functions from several cross-functional teams with efforts across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Assisted the NM DHSEM with the management and administration of Federal and State disaster programs.
- Assisted stakeholders and State/Tribal/Federal agencies with the goal of recovery and emergency restoration of facilities, and other critical infrastructure. Focused on closing out multi-million-dollar federal projects.
- Developed and evaluated programs and policies to achieve the State's goals for providing Federal and State disaster assistance to all stakeholders, including Tribal Nations, municipalities, counties, private non-profits & acequias.
- Performed damage assessments; site inspections, conducted routine evaluations of the sites, compiled data, provided training and presentations for requests for state and federal disaster declarations.
- Coordinated with other agency programs and access to grant funding to eligible recipients. Tracked and maintained data on grant utilization to relevant federal, state, local, and tribal jurisdictions. Monitored sub-grantee compliance with grant requirements.
- Created correspondence to the White House for federal assistance for recent disaster declarations including the COVID-19 pandemic.
- Assisted as liaison to the Federal Emergency Management Agency for activities related to Federal disaster assistance, while providing recovery guidance, grant documentation and closeout for FEMA Public Assistance funds, FMAG and State DAP (Disaster Assistance Program) to our clientele.
- Assisted with Recovery Duties under the ICS/ESF assigned for the NM State EOC. Monitored and guided Alternate Care Facilities, mortuary trailers, PPE, cots, non-congregate sheltering, feeding and distribution of food and water.
- Certified SCO (State Coordinating Officer) through FEMA for EOC Activation.
- Brought to the state its first team of FEMA Corps/AmeriCorps students to assist with Recovery efforts and tasking procedures to ensure all disaster documentation was accounted for.

High Water Mark, LLC (2015-2016)

Emergency Manager, Emergency & Response

- Assisted with Tribal-State-Federal coordination of client responses to Homeland Security Office of the Inspector General Audits.
- Advised clients of sub-grantee and grantee requirements of Federal and State grants, thus assisting with successful documentation and closeout of FEMA projects.
- Coordinated limited training budgets of less than $10,000 for emergency responders, disaster documentation training for Tribes, including the NIMS, ICS, IAP overviews.
- Assisted the National Domestic Preparedness Consortium (NDPC) outreach to Tribes, Territories and Alaska Natives.

TETRA TECH

Alec Rozas

Damage Intake Support

4 YEARS OF EXPERIENCE

3 DISASTERS

1 GRANT FUNDING

Areas of Expertise

ESRI Enterprise Geodatabase and Services

Data Collection Application Design/Build and Support

Application Prototyping and Modeling

Key Training/Certifications

FE Certified

Grants Portal

AutoCad

ArchiCad

SolidWorks

Rhino

PTC Creo

Adobe Illustrator

Adobe Photoshop

Education

Escuela Universitaria de Diseño e Ingeniería, M.A., Product Design and Development, 2017

Louisiana State University
B.S., Mechanical Engineering, 2016

EXPERIENCE SUMMARY

Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.

RELEVANT EXPERIENCE

Data/Cost Analyst (March 2020–Present)

Louisiana | GOHSEP, Louisiana Storms, Floods, and Hurricanes

Ms. Rozas performs quality reviews on previous cost analysis documents to check for completeness and accuracy. As part of this task, she handles the development of cost analysis spreadsheets to be used in the RSMeans database.

Program Delivery Manager (July 2019–March 2020)

Puerto Rico | Hurricane Maria

Ms. Rozas managed 8 applicants within the Public Buildings Sector in Puerto Rico following Hurricane Maria. She provided guidance for document submission to FEMA, damage inventory identification, mitigation opportunities, DDD, scope of work, and cost estimates review. Ms. Rozas also assisted client staff by administering technical support on Grants Portal navigation.

Task Force Lead (March 2019–July 2019)

Puerto Rico | Hurricane Maria

Ms. Rozas managed team of 2 Project Leads and 16 Field Inspectors as the task force lead in Puerto Rico following the devastating effects of Hurricane Maria. She oversaw the project team's site visit execution. Ms. Rozas also provided QA/QC of the team's damage description dimension documents and monitored client DDD production goals.

Scope of Work Coordinator (February 2019–May 2019)

Branch V, Puerto Rico | Hurricane Maria

Ms. Rozas monitored all Branch V (7 Municipalities, totaling approximately 200 Applicants) SOW/CE production for weekly reporting to the client. She performed QA/QC reviews of Tetra Tech developed SOW/CE prior to delivery to the applicant.

Project Lead (Puerto Rico June 2018–March 2019, Houston April 2018-June)

Puerto Rico and Houston | Hurricane Maria & Hurricane Harvey

Ms. Rozas managed team of 6 Field Inspector Engineers, executing site visits to document damages at sites selected by the client. She was responsible for the preparation and review of damage description dimension documents to initiate repairs cost estimates and for approval by FEMA.

TETRA TECH

Alexander Garde, P.E.

Damage Intake Support

10 YEARS OF EXPERIENCE

2 DISASTERS

Areas of Expertise

Project Management

Damage Assessments

Cost Estimates

Inspections

Training

Structural Engineering

Key Training/Certifications

Texas Professional Engineering License #119130

Florida Professional Engineering License #84428

Louisiana Professional Engr. License #45385

Puerto Rico Professional Engr. License #28245

Engineering Codes – IBC, ASCE 7, ACI, AISC, API 620/650

Engineering Software – 3D Modeling, 2D CAD, Design/Analysis

Education

M.S., Structural Engineering

B.S., Civil Engineering

EXPERIENCE SUMMARY

Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.

RELEVANT EXPERIENCE

Technical Specialist Lead (March 2023 - Present)

City of Ft. Myers | Hurricane Ian Disaster Recovery

Mr. Garde is the lead Site Inspector working with FEMA to conduct site inspections across the city of FT. Myers. He is actively on site conducting site inspections for future scope of work and cost estimate development.

Technical Specialist Lead (July 2018 - Present)

COR3 Puerto Rico | Hurricane Maria Disaster Recovery

Mr. Garde manages and advises a team of 20 engineers and cost estimators to produce damage assessment reports, scope of work documents, and cost estimates. He performs site walkdowns and inspections to assess damage related to Hurricane Maria. Additionally, Mr. Garde conducts daily meetings to coordinate SOPs with team and provided training on workflow and new processes.

Structural Team Lead (February 2018 - Present)

The Walt Disney Company | Reedy Creek Headworks Improvement Project

Mr. Garde performs assessment of existing headworks structure damaged by H2S gasses and identified mitigation solutions to prevent future degradation to the facility. Additionally, he prepares drawings and calculations for repair of the existing concrete headworks structure.

Structural Team Lead (July 2017 - Present)

Water and Wastewater Projects

Mr. Garde is responsible for the design of new process structures related to wastewater and water treatment. He also performs field investigations condition assessments for the revamp and upgrade of existing municipal facilities.

Structural Inspector (November 2017 – December 2017)

City of Houston, TX | Hurricane Harvey Disaster Recovery

Mr. Garde conducted property site inspections to assess and document environmental or other hazardous conditions. Additionally, he detailed damage conditions and produced assessment reports for government facilities located in the central Houston area.

Structural Engineer (July 2017 – December 2017)

Nevada Environmental Response Trust | Water Treatment Project

Mr. Garde provided construction assistance, answered field RFI's, and provided construction support during construction efforts. Additionally, he provided field

sketches for modification of existing as-built facility pipe racks and equipment foundations.

Structural Team Lead (February 2017 – July 2017)

FEED (Al-Jubail, KSA) | SABIC Ammonia Reliability Improvement Revamp Project

Mr. Garde developed Geotechnical Investigation Survey sub-contract packages for the existing plant facility. Additionally, he developed Civil/Structural Design Basis Specifications to support revamp effort and provided calculation package and drawing QA/QC for team members located in New Delhi, India.

Structural Team Lead (May 2015 – July 2017)

FEED/EP (Roxana, IL) | P66 - Wood River FCC Reactor Replacement Project)

Mr. Garde managed and advised a team of three engineers in Houston and Mexico for the revamp of FCC unit that was built in the 1940s. He prepared job specifications and SOW packages for construction contractors, designed, and developed engineering & demolition drawings for the replacement of 10 floors in catalytic cracking unit structure per latest ASCE/AISC standards, and performed site walk downs at site supplemented with Laser Scan data and provided client interface and tended onsite meetings. In addition, Mr. Garde answered field RFI's and provided construction support for pre-turnaround effort.

Senior Engineer (August 2016 – October 2016)

E (Romania) | Confidential –Time History Analysis Verification

Mr. Garde conducted time-history seismic analysis verification (peer-review) for fourteen equipment modules using STAAD Pro based on scaled historical seismic records. He also obtained and checked design seismic response spectra for multi-level switchgear and compressor modules based on United Facilities Criteria & Specifications.

Senior Engineer (April 2016 – August 2016)

BED (Onsan, Korea) | KPIC – SCORE Furnace / GTE Ducting Expansion Project

Mr. Garde was responsible for plate element design and analysis using STAAD Pro for new air duct modules. He also detailed and reviewed design drawings for basic engineering design package.

Senior Engineer (January 2015 – February 2017)

FEED/EPC (Faustina, LA) | Mosaic – Ammonia Plant Revamp

Mr. Garde revamped steel convection section structure for plant capacity increase, designed and detailed module lifting requirements for demolition and replacement, provided supervision for global structural analysis for the modified Primary Reformer, and designed preliminary pipe rack modifications to support additional two levels.

Senior Engineer (August 2015 – November 2015)

FERC FEED (Plaquemines, LA) | Venture Global –Plaquemines LNG

Mr. Guard developed FEED specification and sub-contract packages to support FERC regulation approval (49 CFR/FERC Draft). He also created Wind/Seismic/Topographic/Geotechnical/Bathymetric specifications.

Senior Engineer (January 2015 – October 2015)

BED (Quanzhou, China) | Sincochem – SCORE Furnace Expansion Project

Mr. Garde developed STAAD model for new SCORE furnace to support basic engineering design package for detail engineering. He also performed a study between Chinese design standards and ASCE for wind & earthquake loading.

Engineer (March 2013 – March 2015)

EPC (Freeport, TX) | BASF – Ammonia Plant FEED

Mr. Garde developed ammonia tank loading spreadsheet based on API 650 and API 620 and P-M interaction spreadsheet for pre-stressed concrete piles. He also provided MTOs for equipment foundations and steel pipe racks and performed dynamic analysis for compressor table-top foundation and cooling water tower sump.

Engineer (September 2012 – November 2015)

EPC (Chad, Africa) | Exxon – Oil Refinery Well Projects

Mr. Garde developed new and modified oil well pads to support the production at an existing ESSO oil refinery, produced foundation location plans and finish grading plans for new well pads, designed new anchor block supports for relocated underground pipelines, and designed new concrete foundations for equipment skids.

TETRA TECH

Reuben Meador, CPM, CSND

Mitigation

19 YEARS OF EXPERIENCE

Areas of Expertise

Grant Management

Consultant Experience

Emergency Management

Project Management

Regulatory Compliance

Training And Development

Training/Certifications

Certified Project Manager (CPM) - AAPM

Certified Sustainable Neighborhood Developer (CSND) – Accreditation: Southern University, LA

Continuing Education: EMI – Grants Management / Floodplain Management,

FEMA/DHS: Relative ICS/IS Courses

Education

Monterey Peninsula College, Computer Science

U.S. Signal Corps, US Army: Certified Honor Graduate (Veteran Honorable Discharge)

EXPERIENCE SUMMARY

Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possess a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

RELEVANT EXPERIENCE

Program Manager (September 2022 – Present)

Tetra Tech, Inc.

Mr. Meador is responsible for the development and maintenance of mitigation programs, ensuring program goals are achieved and a clear line of communication occurs between the client and project team. Mr. Meador leads the Hazard Mitigation team in administering the Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant – Mitigation (CDBG-MIT) programs. Mr. Meador is responsible for assisting clients to help coordinate and implement hazard mitigation and preparedness activities during disaster response and recovery. He is responsible for:

- Providing technical and administrative supervision to staff that deals with mitigation from natural or manmade disasters.
- Exercising overall responsibility for ensuring mitigation operations are executed in accordance with programmatic and emergency management-related directives, regulations, policies, standards, and guidance.
- Directing mitigation operations and ensuring functional responsibilities are executed which result in the delivery of effective mitigation support services to disaster-impacted communities, governments, non-profits, and tribes.
- Establishing and maintain working relationships with federal, state, local and tribal partners and stakeholders to execute programs.
- Provides strategic direction and management of programs and assignments.
- Overseeing budget planning, programming, and staffing requirements.
- Assists communities in administrating the program and managing projects from inception to closeout.

Senior Program Manager (September 2018 – September 2022)

GP Strategies Corporation

- Strategize, implement, and maintain program initiatives that adhere to organizational objectives
- Develop program assessment protocols for evaluation and improvement
- Maintain organizational standards of satisfaction, quality, and performance
- Oversee multiple project teams, ensuring program goals are reached
- Manage budget and funding channels for maximum productivity

- Work closely with state and federal program representatives, cross-functional teams, and assigned project managers to plan and develop scope, deliverables, required resources, work plan, budget, and timing for new initiatives
- Manage program and project teams for optimal return-on-investment, and coordinate and delegate cross-project initiatives
- Identify key requirements needed from cross-functional teams and external vendors
- Develop and manage budget for projects and be accountable for delivering against established business goals/objectives
- Work with other program managers to identify risks and opportunities across multiple projects within the department
- Analyze, evaluate, and overcome program risks, and produce program reports for management and stakeholders

HMA Senior Program Manager (September 2016 – 2018)

Innovative Emergency Management

- Responsible for the development Hazard Mitigation Grant Program (HMGP), CDBG-MIT, CDBG-DR applications which results in approval for construction funding of large-scale drainage, retrofit, acquisitions, elevations, Safe Rooms, and other construction projects eligible under the HMGP, PDM, FMA, BRIC and grant programs.
- Responsible for the oversight and project management of construction projects totaling approximately one billion dollars.

Witt |O'Brien's, Washington, DC

August 2008 – August 2016 Senior Project Manager (HMA Programs)

- Responsible for the development and approval of Hazard Mitigation Grant Program (HMGP) applications to fund large scale drainage, retrofit, Safe-Rooms, acquisitions, elevations, and other construction projects eligible under the HMGP, PDM, FMA, RFC, and SRL grant programs.
- Acted as technical assistant liaison to local governments and municipalities instructing them on the procurement policies laws, and guidelines associated with the Hazard Mitigation Grant Program and Federal grants.
- Project Management duties include project development, implementation, monitoring, closeout of grants; reviewing and evaluating work processes, management controls, communication channels, and information systems offering suggestions for improvement.

Federal Emergency Management Agency (FEMA)

Orlando, FL 2004 – 2008 Deputy HMGP Planning and Program Manager

- Directly responsible for managing and training approximately 30 FEMA HMGP staff who assisted in the development of applications throughout the State of Florida.
- Developed and implemented procedures and processes for the administration and processing of HMGP applications. Developed training materials and took part in a Statewide HMGP and Public Assistance (PA) training which helped government officials understand the intricacies of each grant program.
- Provided technical assistance to the State of Florida concerning FEMA determinations and rulings as well provided technical assistance to the State's sub-applicants on the requirements of the program, including identification and selection of projects eligible for funding.
- Assisted in the development of the state administrative plan and contributed added support in the development and review of the State of Florida's Enhanced plan. Cross training in Public Assistance PA-406.
- Provided cost reasonable analysis determination reports on all projects
- Researched and developed systems to track the completion of incoming tasks, current status of all project applications, and processes to make local governments more accountable for quarterly reporting.
- Served as the liaison between local Office of Emergency Preparedness Directors, local government officials and FEMA and as second in charge in the absence of immediate supervisor.
- Reviewed Hazard Mitigation Grant Program (HMGP) applications and administered grants in accordance with 404 mitigation grant policies.
- Developed and reviewed Benefit Cost Analysis and Environmental determination reports and verified if a parish project was eligible to receive grant money.
- Collected required documentation for the HMGP program according to the 44 Code of Federal Regulations ensuring that GOHSEP and the local jurisdictions were in compliance for auditing and legal purposes.

TETRA TECH

Nicholas DiMassimo

Mitigation

5 YEARS OF EXPERIENCE

Areas of Expertise

HMGP Applications

Program Eligibility

Sustainability

Community Resiliency

Compliance

Education

Masters of Sustainability, Wake Forest Graduate School of Arts and Sciences, Winston Salem, NC, 2020

Bachelor of Science, Environmental Science (Natural Science), Davidson College, Davidson, NC, 2019

EXPERIENCE SUMMARY

Mr. DiMassimo has 5 years of combined work and research experience in hazard mitigation projects, environmental science, and sustainability. He currently serves as a Mitigation Specialist submitting applications for clients across the State of Florida. Mr. DiMassimo has an in-depth understanding of HMGP eligibility requirements, which he uses to assist clients in applying for HMGP project funding.

RELEVANT EXPERIENCE

Mitigation Specialist (January 2023 – Present)

Tetra Tech, Inc.

Mr. DiMassimo is working in the role of a Mitigation Specialist and is currently assisting the Mitigation team with the development of over 50 Hazard Mitigation Grant Program (HMGP) applications totaling more than **$150 million** for Tetra Tech clients throughout Florida. These projects include but are not limited to, Structural Wind Retrofits, Major Drainage Infrastructure Upgrades, Residential Elevation/Acquisitions, Stand Alone Safe Rooms, Flood Mitigation, Property Relocation, and other eligible project types. Mr. DiMassimo is responsible for client interactions and communications during the HMGP Application development and post-award phases. He is committed to research and analysis during the pre-award phases of the application and writing the programmatic sections of the applications as well as ensuring each section of the application is in compliance with FEMA, NEPA, SHPO, 2-CFR, Flood Plain Management, and other agency protocols and program rules. Mr. DiMassimo coordinates the collection of project documentation and ensures that is organized and secured for future dissemination and/or audits. He provides a pillar of support to the program, the team, and all clients.

Hazard Mitigation Project Lead Specialist (2021 – January 2023)

DCMC Partners

- Functioned as HMGP programmatic specialist knowledgeable of the full spectrum of HMGP program eligibility requirements aiding in the identification, development, and documentation of eligible and cost-effective hazard mitigation measures
- Lead a team of Engineering, EHP, BCA, and GIS specialists to jointly develop, review, and submit over $70 Million in HMGP Projects for the state of Puerto Rico
- Worked directly with local municipalities, state agencies, and private non-profit client sub-applicants to cooperatively develop project information/materials in support of application development while providing expert guidance on program requirements and problem resolution strategies and solutions to resolve client issues and concerns
- Wrote reports, narratives, determinations, detailed correspondence, and other documentation related to the Puerto Rico HGMP program parameters and proposals
- Coordinated with FEMA personnel on behalf of client sub-applicants to respond to Requests For Information
- Developed and reviewed other project supporting materials and documentation including architectural and engineering designs, EHP checklists and documents, BCA reports and materials, and GIS project mapping.

Consultant (January 2020 – May 2020)

PEA Green Business Network Consultant | Winston Salem, NC

- Worked on team to develop unique sustainability solutions for businesses in PEA's local business network utilizing principles of human-centered design
- Cooperatively built sustainable business/impact/mission models and value propositions with local businesses through direct client engagement.
- Addressed triple bottom line considering social impacts, business resiliency, and ecological advancement under context of extreme ambiguity (COVID-19)

Action Team Member/Volunteer (Fall 2019)

Miracle Ground Network Action Team | Winston Salem, NC

- Collaborated with community stakeholders/organizations in order to implement a farm-to-table project for the City of Winston
- Grounded in sustainable and organic farming, emphasized community resiliency model in efforts to bolster goals of serving underprivileged areas of city.
- Volunteered at local community garden/farms to help redevelop soils for community benefit while building relationships with local residents

RESEARCH EXPERIENCE

Senior Capstone (2018)

Davidson College | Davidson, NC

- Completed research on the effects of ecological light pollution on insect communities; culminated in presentation and paper
- Full Research proceedings available upon request

TETRA TECH

Meridith Sanders

Procurement and Appeals

10 YEARS OF EXPERIENCE

Areas of Expertise

FEMA Public Assistance Guidelines and Compliance

Public Assistance Appeals

Disaster Cost Recovery

Policy Development

Risk Management

Financial Reporting

Education

University of North Dakota, Master of Business Administration (May 2011)

University of North Dakota School of Law, Juris Doctor, with distinction (May 2011)

Minnesota State University Moorhead, Bachelor of Arts in Economics (May 2005)

EXPERIENCE SUMMARY

Ms. Meridith Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.

RELEVANT EXPERIENCE

Program Delivery Manager (March 2020-Present)

Harris County, TX

Harris County engaged Tetra Tech in March 2020 to assist in responding to the COVID-19 pandemic. Ms. Sanders worked closely with the Public Health, Budget Management, Community Services, and Engineering Departments to establish multiple sheltering operations and alternate care sites. She wrote and submitted an expedited project worksheet to ensure the County received immediate funding to address the developing and continuing response effort. Ms. Sanders reviews all emergency purchases for compliance with federal requirements and makes recommendations for the most appropriate funding source based on the nature and method of each activity

Program Delivery Manager (April 2019-Present)

Port of Corpus Christi, TX

Evaluate existing contracts for FEMA Public Assistance 2 CFR 200 compliance and draft addendums to reduce risk of deobligation. Assisted client in future event planning including operating procedures, best practices, and policy development. Develop roadmap to expedite and streamline recovery by meeting with client and FEMA, assessing damage inventory and Grants Portal status. Compliance review of future contracts and procurements to minimize risk of future deobligation. Applicant timesheet review and creation of force account labor, material, and equipment summaries. Small project certification packet creation. Create project worksheets for management and administrative costs. Project closeout.

Financial Analyst (December 2015—April 2019)

City of Houston, TX

Managed Hurricane Harvey recovery efforts for multiple City of Houston departments as the liaison to the Finance Department. Coordinated communication between FEMA, external consultants and City of Houston departments. Ensured department activities complied with FEMA disaster cost recovery guidelines established under 2 CFR 200 and other sources. Planned and executed city-wide training for topics such as Disaster Cost Recovery Procurement. Developed training manuals and PowerPoint presentations. Drafted and reviewed policies and procedures for compliance with

local and federal requirements. Created, monitored, and analyzed specialized reports. Assisted in the development, implementation and monitoring of policies and procedures as part of City Enterprise Risk Assessment Project.

Consultant (June 2013—December 2015)

Morgan Garris Houston, TX

- Reviewed client financial processes and procedures to ensure compliance with statutory regulations and requirements. Performed compliance testing and consulting. Facilitated open and direct discussions about risk and
- control environments with clients to identify key risks. Performed risk and control assessments. Other duties included: Client relationship management, Business management consulting including process management and
- financial management, Review of statutory changes, Composing executive summaries of pertinent legal changes, Development of marketing materials, Business development.

Financial Analyst - ITNA Budget and Portfolio (November 2012—June 2013)

Marathon Oil (Insight Global) Houston, TX

- Financial reporting and forecasting. Reconciling budgets for previous years. Assigning costs to appropriate cost centers. Strategic planning and budgeting. Financial project management. Creating PowerPoint and Excel
- documents for C-Level audience. Software Asset Management, compliance and software procurement. Reviewing invoices to determine spending patterns and reduce costs. Using SAP FI to gather financial data and reporting. Budget coordination for multiple asset teams.

Client Relations Associate (August 2011—March 2012)

Alliantgroup Houston, TX

- Managed client relations and led project management for multiple service line teams at specialty tax consulting firm. Directly managed 16 individuals on 4 separate teams. Coached team members on project performance, professionalism, and communication techniques focusing on phone and email communication.
- Developed project plans for 300 simultaneous projects to comply with client expectations. Ensured compliance with Statute of Limitations resulting in no missed statutory deadlines. Fostered relationships with clients and CPA firms. Provided employee coaching and team mediation to develop professionalism. Resolved client issues regarding deadlines, expectations, and billing concerns. Created new business opportunities through phone calls to existing clients.
- Traveled to client locations to ensure client expectations were met regarding work product, professionalism, and billing.

Vice President of Finance (February 2010—August 2011)

Dakota Venture Group Grand Forks, ND

Managed finances for university-based angel capital fund. Created and executed operating budget for $400,000 investment fund. Negotiated terms of investments. Led due diligence report team and conducted legal, market, and industry research. Managed existing portfolio investments. Developed exit plan for existing investment. Invested in start-up organizations. Created and revised legal and business documents for a new angel investment fund. Acted as co-coordinator and event planner for fundraising campaign to create a new multi-million-dollar angel fund. Advised local small businesses and start-ups on elevator pitches, operation and obtaining capital for growth.

Law Clerk (April 2010—May 2011)

Schuetzle Law Firm Grand Forks, ND

Provided clerking and administrative assistance for a small business-oriented law firm. Conducted legal research, specifically, for trial and litigation case preparation. Drafted documents necessary for new business start-ups. Interviewed clients. Researched and analyzed law sources to prepare drafts of briefs or arguments for review, approval, and use by attorney. Searched for and studied legal documents to investigate facts and law of cases to determine causes of action. Performed legal analysis.

TETRA TECH

Michael Phillip Schaub, Jr.

Public Assistance Closeout

20+ YEARS OF EXPERIENCE

$125M+ GRANT FUNDING

Areas of Expertise

Program Management

Cost Benefit Analysis

Hazard Mitigation Program

EOC Operations

Public Assistance

Grant Management

Grant Experience

FEMA Public Assistance

ARPA

CARES Act

Key Training/Certifications

Air Command and Staff College, Senior Level Management Course

Air War College, Executive Level Management Course

Education

Center for Homeland Defense Studies, Master of Arts, Homeland Security

Naval Postgraduate School, Political Science, Latin American Affairs

US Air Force Academy, Bachelor of Science, Aeronautical Engineers (top 15%)

EXPERIENCE SUMMARY

Mr. Schaub has over 20 years of experience in homeland security, disaster recovery, and intelligence, managing resources, personnel, and planning and processes in both large and small-scale disasters. Mr. Schaub maintains excellent critical thinking, analytic skills, and effective communication. He is a 2019 graduate of FEMA's CHDS graduate program. Mr. Schaub has extensive experience with executive management of project nomination, planning, and execution of public assistance and hazard mitigation projects, and has provided direct support to over 40 counties and cities in recovery and mitigation efforts in post flood and wildfire phases. Additionally, Mr. Schaub has international training experience, including serving as advisor to the Iraqi Air Force and extensive travel and interaction with Latin American militaries. Mr. Schaub also maintains skills in training and mentoring.

RELEVANT EXPERIENCE

Project Manager (2021 – Present)

Tetra Tech

- Successful management of FEMA Public Assistance, ARPA, and CARES Act project creation and submission for six local governments, to include leading teams that validate and submit critical documentation for prompt federal reimbursement of costs incurred; led team that performed risk analysis on 30+ RfRs
- Performed ARPA revenue loss calculation validation to cover first responder wages during CV19 pandemic
- Created unique portal for CARES Act grant application validation and recommendations to client; 30+ RFIs, 33 childcare applicants, and $3M+ in grant applications; transparency allowed for immediate client visibility

Recovery and Mitigation Manager (2019 – 2021)

Pikes Peak Regional Office of Emergency Management

- Managed over $30M in FEMA, HUD, and NRCS recovery and mitigation projects on behalf of the county
- Led regional exercise on damage assessments using real-time data to report on infrastructure damages
- Managed the creation of a $100K hazard mitigation plan for the county; wrote the recovery, debris management, and damage assessment plans while coordinating with 150+ stakeholders

State Recovery Officer (2014 – 2018)

Colorado State Division of Homeland Security

- Project manager for over $50M of statewide projects and grants, to include recovery and mitigation
- Key Liaison between state, federal, local, non-profit, and private citizens seeking recovery support

Executive Director (2011 – 2013)

Theater Analysis Division, USSOUTHCOM

- Provided a vision for action for all intelligence production efforts for a 1500+ personnel agency, directly supervising 200+ analysts and support personnel. Team

produced 1000+ finished intelligence products focused on political, military, economic, and social issues that affected US national security interests

- Developed contingency plans for regional crises; efforts led to accurate predictions of head of state replacement which ensured national policymakers remained fully informed.

Director of Intelligence (2010 – 2011)

Joint Task Force TROY/IRAQ

- Led US intelligence efforts in Iraq to counter IEDs, supervising 200+ personnel, an extensive IED laboratory, and a $33M dollar terrorist targeting effort
- Ranked #2 of 37 colonels (2010-2011) by the Deputy Commanding General of US Forces - Iraq

Assistant Professor of Political Science (2009)

US Air Force Academy

- Instructed over 150 undergraduate students in freshman and upper-level courses on American Government, Geopolitics, Intelligence and Politics, and the Causes of War
- Utilized geospatial intelligence to instruct students on current intelligence processes; mentored 15+ at-risk undergraduates to provide maximum support during critical probationary timeframes
- Ranked #2/135 Lieutenant Colonels in the Dean of Faculty in Academic Year 2008-2009

Director of Operations (2008)

al Taji/Iraq

- Directed squadron operations of 87+ airmen in the training of 500+ Iraqis in aviation, intelligence, firefighting, aircrew life support, and flight medicine; first-ever schoolhouse for professional Air Force
- Managed $2.4M infrastructure upgrades for the Iraqi Air Force, training surged by 55% for Iraqi airmen

Division Chief (2002 – 2005)

Pacific and Americas Division

- Led 25-member team in all-source intelligence to provide fused threat pictures of threats to DoD transportation assets worldwide; 200+ perimeter threat assessments produced for US facilities
- Managed intel support for Hurricane Katrina/Rita Operations, supporting non-governmental agencies, US government agencies, US Navy vessels, and law enforcement specialists with 100+ geospatial and planning products

ADDITIONAL TRAINING/CERTIFICATIONS

Air Command and Staff College, Senior Level Management Course

Air War College, Executive Level Management Course

TETRA TECH

Tricia Rowan

Public Assistance Closeout

8 YEARS OF EXPERIENCE

Awards & Certifications

Florida Division of Emergency Management's Extreme Ownership Award, February 2020

Microsoft Certified in Excel 2019

Florida Certified Contract Manager, January 2019

Education

Flagler College, Bachelor of Arts: Accounting, 2017

EXPERIENCE SUMMARY

Ms. Tricia Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she leads program management and client liaison for $276 million in CRF projects. In this role, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of $5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at the Florida Division of Emergency Management, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.

RELEVANT EXPERIENCE

Deputy Project Manager (April 2021 – Present)

Tetra Tech, Disaster Recovery Unit

- Program management and client liaison lead for $276M for the Coronavirus Relief Fund (CRF); assist the Project Manager as client liaison for FEMA PA projects.
- Provide technical assistance to clients regarding FEMA, CRF, and related funding sources; perform eligibility reviews to ensure compliance with U.S. Treasury Guidance and 2 CFR 200.
- Provide strategic guidance to team and lead internal and external meetings.
- Review and update standardized procedure documents.
- Review and prepare monthly billings, project budgets, and subcontractor invoices for client delivery.
- Audit response lead to assist the Client in responding to programmatic audit requests.
- Maintain reporting and tracking dashboards to demonstrate project progress and priorities.
- Manage team of FEMA Public Assistance Consultants in project development and FEMA Request for Information responses.

Government Analyst III (August 2020 – April 2021)

Florida Governor's Office of Policy and Budget, Federal Relief Acts Project Unit

- Assisted in program management of the State of Florida's Coronavirus Relief Fund (CRF) allocation of $5.8B. Researched and maintained guidance from the U.S. Department of Treasury.
- Wrote program guidelines documenting policies and approaches of the Florida CRF Program.
- Provided training and technical assistance to State Agencies on U.S. Treasury guidance and State policies. Reviewed State Agency costs for eligibility in the CRF program.
- Assisted in determining the most cost-effective federal source for pandemic-related costs.
- Submitted quarterly reports to the U.S. Treasury Office of Inspector General detailing the State of Florida's CRF costs.

- Prepared presentations and talking points to facilitate briefings with legislative, executive, and external partners in understanding Florida's use of the CRF and other federal relief acts.

Compliance Program Manager (Compliance Program Team Lead July 2019 - April 2020)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Supervisor over the Compliance Unit.
- Assisted Bureau management in creating a new section, the Compliance Unit, to oversee subrecipient risk assessments and monitoring for the FEMA Public Assistance Program in accordance with 2 CFR 200.
- Created FDEM-formalized Subrecipient Compliance Program Standard Operating Procedures, including criteria for formalized risk assessments, the review process for subrecipient Federal Single Audit Reports, and yearly monitoring plans for each Public Assistance Program subrecipient.
- Conducted reviews of subrecipient Federal Single Audit Reports and issued Management Decision letters.
- Facilitate various audits of the Recovery Bureau including the Auditor General's annual Federal Awards audit of the Public Assistance Program and the 2017 Wildfires and Hurricanes Indemnity Program. Created the State Entity Response and Corrective Action Plan for the Auditor General's audit findings.
- Provided technical assistance for the Public Assistance Program to subrecipients, auditors, and FDEM personnel.
- Served as Field Operations Director for all state supported, drive-through Community Based Testing Sites for COVID-19 activation.

Contract Manager (December 2018 – July 2019)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Contract manager for 15 multimillion dollar grant management and staff augmentation contracts.
- Developed new processes to review invoices and activity-timesheets for accuracy.
- Audited contractor's time worked on activity-timesheets against the Bureau's grant management system.
- Created multiple tracking spreadsheets used in reimbursement request submissions to the Federal Emergency Management Agency.

Professional Account Specialist (December 2017 – December 2018)

Florida Department of Financial Services, Bureau of Vendor Relations

- Maintained the State of Florida's Statewide Vendor File within Florida Accounting Information Resource (FLAIR). Added and updated vendor records.
- Generated and audited numerous quality control reports to safeguard the validity of the Statewide Vendor File, including a monthly audit of records added by state agencies against the Statewide Vendor File Reference Guide.
- Assisted vendors in completing online Substitute Form W-9's.
- Reviewed disbursements initiated by agency personnel to ensure internal control guidelines were being followed.

Senior Professional Accountant (June 2016 – December 2017)

Florida Department of Financial Services, Bureau of Auditing

- Audited Agency payment voucher schedules and journal transfers according to Florida Statutes in Florida Accounting Information Resource (FLAIR) and MyFloridaMarketPlace; posted acceptable voucher schedules. Prepared and sent return forms of improper payments to the State Agency finance departments.
- Answered questions regarding payments, contracts, and Florida Statutes from State Agencies.

Accounts Receivable Clerk (February 2015 – June 2016)

Altrua Global Solutions

- Printed, verified, and maintained accounts receivable invoice records and aging reports.
- Updated and reviewed aged receivables for unpaid balances; determined whether there was an internal accounting issue before contacting customers for collections. Corrected internal issues as needed.
- Prepared and keyed remittance advices for posting checks received.
- Cross-trained to complete Accounts Payable Clerk duties.

TETRA TECH

Trevor Whitton

Insurance

9 YEARS OF EXPERIENCE

Areas of Expertise

Senior Public Assistance Insurance Specialist-Group Lead

FEMA TAC PA, Project Specialist

CDBG QA/QC Specialist

Project Management

Commercial Claims & NFIP Claims Adjuster

Training/Certifications

NFIP FLOOD CERTIFIED /RESIDENTIAL, RCBAP, MOBILE HOME, ALL COMMERCIAL FCN: 11050485

CERTIFIED FLOODPLAIN MANAGER (CFM®) CERTIFICATE NO. US-16-091675

COMMERCIAL LINES COVERAGE SPECIALIST (CLCS)

PROPERTY CLAIM LAW SPECIALIST (PCLS)

ASSOCIATION OF STATE FLOODPLAIN MANAGERS (ASFM) MEMBER ID: 37158

Grant Experience

HUD CDBG-DR

FEMA PA

Education

Bachelor of Science: Emergency Management, Minor: Homeland Security- Jacksonville State University, In Process

EXPERIENCE SUMMARY

Mr. Trevor Whitton is a seasoned emergency management expert, with over nine years of experience in FEMA Public Assistance. Mr. Whitton has managed FEMA and HUD-funded projects across the country, including Florida, Louisiana, Missouri, and New York, for both local and state-level government entities. In addition to disaster grant management, Mr. Whitton has in-depth experience with insurance cost recovery and claims litigation.

RELEVANT EXPERIENCE

Senior Insurance Specialist (August 2021 – Present)

Tetra Tech, Inc.

Insurance Specialist to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness.

- Prepared sub grantee applications for an Insurance Commissioners Certifications (ICC) by working closely with the Louisiana Department of Insurance.
- Assisted GOHSEP and applicants on NFIP insurance, commercial policies, excess flood policies, and floodplain management.

Managing Consultant, FEMA PA-Critical Infrastructure (February 2021 – August 2021)

ICF, Inc.

Project manager for the ICF Atlantic Critical Infrastructure portfolio throughout central and south Florida, overseeing staff's client deliverables. Tasked with advising clients on PA (Public Assistance) funding, mitigation funding, FEMA insurance reviews, deductions, and insurance reconciliations.

Senior Insurance Specialist-Group Lead (October 2016 – February 2021)

IEM, Inc.

- Provided advice and guidance to applicants throughout the State of Louisiana
- Technical Assistance Contractor to the State of Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP).
- Prepared sub grantee applications for an Insurance Commissioners Certifications (ICC) by working closely with the Louisiana Department of Insurance.
- Assisted GOHSEP and applicants on NFIP insurance, commercial policies, excess flood policies, and floodplain management.
- Reduced $40 Million in insurance reductions by completing insurance reconciliations.
- Prepared a variety of reports, information papers and presentation development, which identify recovery emergency management operating practices for cost analysis, insurance reductions, and public assistance reimbursement timelines. Assists with research, analysis, and development of recommendations, and briefing material.
- Responsible for management of information and documents in SharePoint sites, and shared drives.

CDBG QA/QC Consultant (September 2013 – November 2015)

Scheduling, Estimating, and Design, (S.E.D, Inc.) | New York Rising Program

- Provided aid to NY residents in need of repairs from flood and wind damages.
- Reviewed and approved damage estimates and assessments.
- Advised program on elevation certificates to interpret correct building height determinations.
- Reviewed architectural designs, revised final assessments, and reviewed and implemented change orders.
- Advised participating applicants of program guidelines, NFIP policy guidelines, flood mitigation measures, and also advised applicants during numerous town meetings throughout Long Island NY.

Senior Public Assistance Insurance Specialist (May 2013 – September 2013)

DMS Consultants

- Assisted Applicants eligible for FEMA Public Assistance Program as a Project Specialist and Insurance Specialist.
- Documented property damage caused by Super Storm Sandy by consulting and advising The Lawrence Union Free School District, Village of Mastic Beach, NY, and Long Beach Medical Center.
- Reviewed the applicant's commercial insurance and excess flood policy to determine coverage, conducted several site inspections, prepared documentation for FEMA project worksheets, assisted and advised the applicants about Federal Disaster Grants, Community Development Block Grants (CBDG) and many other alternative funding sources.

Senior Insurance Specialist (January 2012 – May 2013)

Disaster Litigation Associates, LLC

- Documented damage to state owned property (State of Louisiana Office of Risk Management, (LAORM) caused by Hurricane Katrina.
- Supervisor of 12 employee team.
- Successfully assisted in the development of a litigation claim against the client's excess insurance carrier that totaled over $100 million dollars in damages.
- Provided presentations and updates on damages to the team of attorneys, senior leadership, and to the LA/ORM Director.

TETRA TECH

Jorge Solis

Insurance

10 YEARS OF EXPERIENCE

Areas of Expertise

CDBG Project Management Code of Federal Regulations Project Formulation

Public Assistance Federal Policy

Project Management Project Process Analysis

Insurance Fire/Flood Certified

Insurance Policy and Compliance

Federal Project Compliance PAPPG

CFR 200

Grant Management

Xactimate Xactcontents

Grants Management System Grants Portal

DHS FEMA Management System

E.M Grants Pro

Key Training/Certifications

Texas All-Lines Adjuster

State Farm Fire Certified

Education

University of Texas at San Antonio, Bachelor of Applied Business Administration Management

EXPERIENCE SUMMARY

Mr. Solis is a business professional with over 10 years of professional work experience in fast paced business environments, including more than 7 years of specializing in insurance and federal disaster management. He is a Subject Matter Expert in federal policy, rules, regulations, grant management, consulting state agencies, and providing economic development to local governments during declared disasters.

RELEVANT EXPERIENCE

Senior Consultant (August 2021-Present)

Tetra Tech | State of Connecticut

Mr. Solis is responsible for advising the State of Connecticut on federal disaster recovery projects. He serves as the Project Manager for State Colleges and Universities, advising on federal compliance, rules, and regulations, scoping and writing disaster recovery projects for federal obligation due to the COVID-19 pandemic. He is tasked with obligating several millions of dollars in federal assistance to the State and providing closeout support.

Catastrophe Property Adjuster (August 2017 – Present)

E.A Reefroe (State Farm)/Nationwide

Mr. Solis is an independent Catastrophe Adjuster with a Texas All Lines License and is State Farm Fire Certified. As a Catastrophe Response Team Adjuster, he is responsible for investigating, analyzing, evaluating and settling insurance claims involving property damage losses. He specializes in property claims requiring physical inspection in areas deemed catastrophes, requiring extensive trabel to a variety of geographical locations.

Disaster Recovery Specialist II (July 2020 – August 2021)

IEM | Austin, TX

As a Disaster Recovery Specialist, Mr. Solis was responsible for developing, maintaining, and implementing plans and procedures associated with the effective and efficient delivery of monitoring grant performance of the FEMA Public Assistance Grant Program. He was also tasked with supporting the State of Illinois (IEMA) through COVID-19 Category B Projects and Mass Vaccination and the complex projects of Puerto Rico's LUMA engagement to help repair the islands energy infrastructure.

Senior Associate I Engagement Manager (April 2020 – July 2020)

Virfya Consulting | Austin, TX

Mr. Solis was working as Advanced FEMA Support, providing guidance to States on complex FEMA Public Assistance grant management projects for Disaster Recovery Response to COVID-19 and legacy disasters for the State of Massachusetts (MEMA). He also provided project development and staff management to formulate FEMA Project Worksheets for federal reimbursement, while developing economic stability to states and applicants during and post disaster declaration.

CDBG Grant Manager (April 2019 – April 2020)

CohnReznick | Austin, TX

Mr. Solis oversaw project management of disaster recovery projects funded by federal and state grants, primarily from the Community Development Block Grant Program (CDBG) for the Texas GLO. He was responsible for providing project development and

grant program management services for community and economic development, infrastructure, housing, disaster recovery and similar activities that promoted physical and economic well-being for more than 300 local government clients and State agencies.

Disaster Response and Recovery Consultant (April 2018 – April 2019)

CohnReznick | Austin, TX

Mr. Solis worked with state and local governmental entities to provide disaster response and recovery services to the State of Texas (TDEM). He was providing guidance and project formulation for FEMA and other federal grant assistance programs and attending and/or leading meetings conferring with officials from FEMA, State and local municipalities on a daily basis to communicate local issues with State projects.

BAKER DONELSON

Wendy Huff Ellard

Appeals and Arbitration

15+ YEARS OF EXPERIENCE

Areas of Expertise

Disaster Recovery

Government Contracting

Public Policy

Appeals

Audits

Grant Experience

FEMA PA

Hazard Mitigation Programs

Education

University of Mississippi School of Law, J.D., 2007

Mississippi State University, Bachelor of Art, 2003

EXPERIENCE SUMMARY

Ms. Ellard maintains a national regulatory practice focused on disaster recovery, government contracting and public policy. She has extensive experience with the intricacies of the Robert T. Stafford Disaster Recovery and Emergency Assistance Act and regularly represents public and not-for-profit entities, contractors and industry associations to support grant eligibility and federal procurement compliance.

Ms. Ellard has devoted more than 15 years almost exclusively to assisting clients with the legal and policy issues associated with disaster response and recovery. During this time, she has represented varying stakeholders and gained insight from different perspectives. Her unique knowledge and awareness of prior policy applications and interpretations applicable to the recovery process contributes to the effective, efficient approach she brings to her practice.

Ms. Ellard focuses a large part of her time on the various forms of dispute resolution available under FEMA's Public Assistance and Hazard Mitigation Programs including appeals pursuant to 44 CFR § 206.206 and arbitration pursuant to 44 CFR § 206.209 for Hurricanes Katrina and Rita. Since 2007, Ms. Ellard has served in the state of Mississippi by providing regulatory and policy advice to aid the FEMA recipient/grantee in its administration of more than $3 billion in federal disaster aid, including the preparation and submission of responses to more than 300 administrative appeals. She has also represented public and private non-profit subrecipients/applicants throughout the country in navigation of the complex federal and state regulatory frameworks to help those entities obtain and maintain federal funding. This work has included counsel through all aspects of the state and federal audit process, including those performed by the Department of Homeland Security's Office of the Inspector General.

Ms. Ellard also devotes a significant amount of time to representation of public power entities and rural electric cooperatives, including on issues regarding proper procurement for federally funded projects, legal responsibility requirements and work/costs eligibility. She has prepared procurement templates and systems, as well as FEMA specific guidance documents for individual entities and statewide and national associations.

REPRESENTATIVE MATTERS

- Worked alongside a heavily impacted Alabama electric cooperative in immediate post-disaster response, including support of rapid deployment of multiple base camps and supporting infrastructure. Assisted with solicitation of and contracting with multiple right-of-way, power restoration, and debris vendors using non-competitive emergency contracting to support critical response efforts.

Past Performance

Our team's size, stability, location, and ability to quickly adjust to fluctuating workloads enables us to undertake demanding short-turnaround time projects such as a potential catastrophic disaster, and to administer the resources required for successful completion.

As proven through our 320+ mobilizations throughout the country, Tetra Tech is an expert in delivering project work in accordance with the City's needs. This includes mobilizing the right staff to the right place at the right time. We are able to successfully deliver our project work in part due to our dedication to preemptively address resourcing needs before they impede project progress, whether the requirement is supplemental staff to support the Emergency Operations Center (EOC) immediate response staffing or long-term placement for federal grant management.

Our staff roster includes first responders, grant managers, disaster recovery specialists, planners, engineers, scientists, and technical specialists who have dedicated their careers to emergency management and disaster response and recovery. Their collective experience is based on both pre-disaster planning and post-disaster response and recovery operations working directly for local, state, and the federal government, or though consulting contracts comparable to this RFP.

Tetra Tech has the relationships, expertise, and capacity to ensure this contract's success.



Ability to Perform

Tetra Tech is one of the leading disaster program management and emergency management consulting firms in the U.S. We have led hundreds of major programs for federal, state, and local agencies ranging from the U.S. Environmental Protection Agency to the largest municipalities in the United States. Tetra Tech has managed over $12 billion in disaster funding.



Experience with Similar Clients

Tetra Tech is a turnkey provider that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have been providing similar services since 2001, and most recently deployed our response structure in response to September 2022's Hurricane Ian – **staffing more than 1,300 surge staff in just 10 days.**

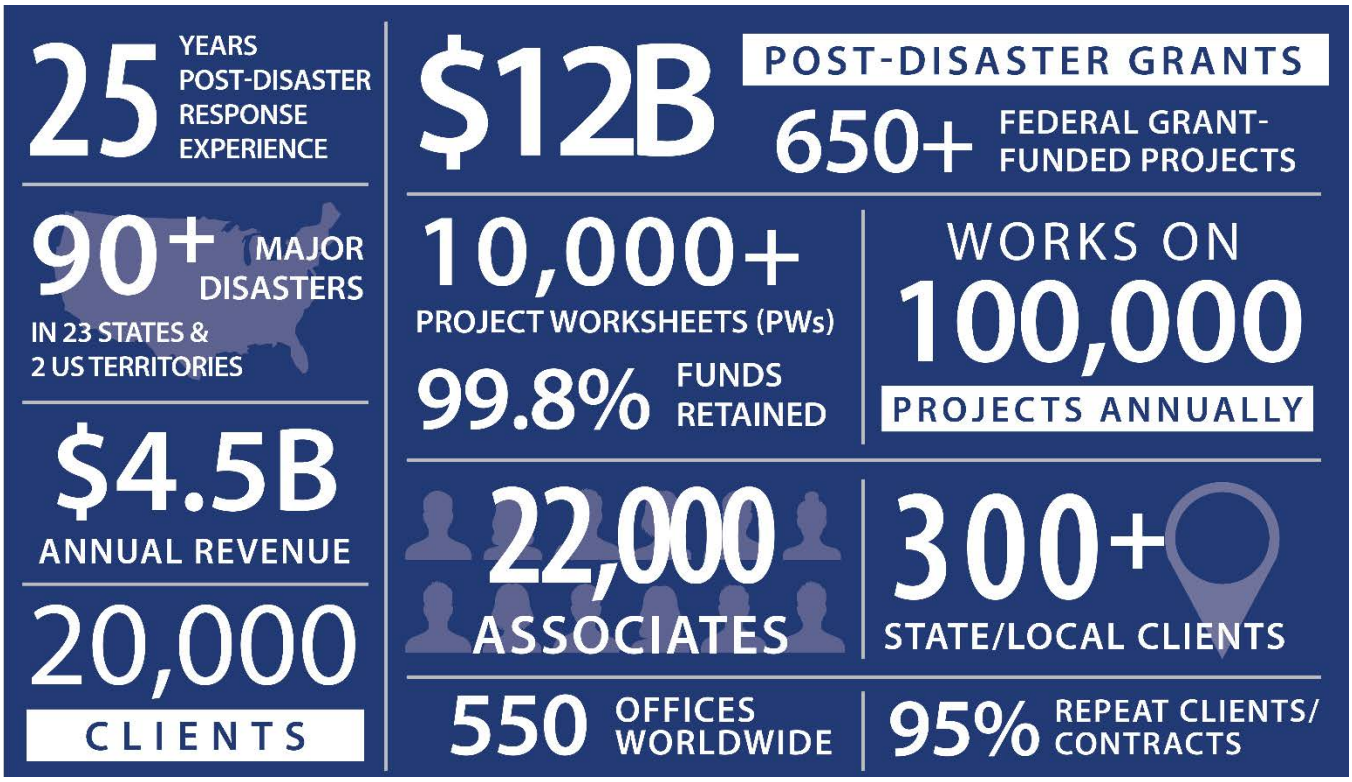


Deep Bench of Qualified Staff

We are a global company with **over 22,000 employees located in 550 offices worldwide** that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.

Qualifications and Experience in Disaster Recovery Management

Tetra Tech is a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.



Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders. Tetra Tech's senior executives have led responses to some of the most notable incidents and disasters in our nation's history. This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with achievable, customized plans.

Tetra Tech has been activated for over 90 disasters, including:



Tetra Tech is invested in the recovery progress in Alabama, has conducted the due diligence to analyze the breadth and scope of the challenges the City currently faces, and is prepared to execute scientifically based solutions with a cadre of established national lead planners, subject matter experts, All-Hazards practitioners, and FEMA stalwarts. All resources to support a successful pathway toward resilience in Alabama are available with Tetra Tech.

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs, as well as COVID-19 recovery programs, and are committed to advocating for and providing the best service to our clients. We have supported our clients through the disaster recovery process from response and damage identification through cost reimbursement of more than $12 billion in federal funds, including FEMA, FHWA, and other federally funded grant programs. Since the start of the COVID-19 pandemic, we have assisted our clients with managing more than $1.7 billion in COVID-related funds to support recovery across a variety of federal funding programs including FEMA Public Assistance (PA), U.S. Treasury governed Emergency Rental Assistance, and unique Coronavirus Relief Fund recipient-specific programs.

25+ Years of Disaster Grant Program Management Experience

Our team offers experienced disaster management professionals who are adept at helping organizations recover quickly by applying proven methodologies in disaster management. Along with disaster management, we have expertise in insurance claims as well as how Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), insurance, and HUD grants interplay with one another. Our top priority is to facilitate the process, orchestrating a rapid and effective recovery. Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received.**

Tetra Tech offers **comprehensive services.**

- ✓ Construction Management
- ✓ Hazard Mitigation Planning
- ✓ Floodplain Management
- ✓ Coastal Planning and Design
- ✓ National Flood Insurance Program (NFIP) Compliance Issue Resolution/Training
- ✓ Preliminary Damage Requests
- ✓ Develop Requests for Public Assistance
- ✓ Applicant Briefings and Kickoff Meetings
- ✓ Site Visits/Inspections
- ✓ Project Cost Estimation & Documentation
- ✓ Engineering
- ✓ Geotechnical Engineering
- ✓ Structural Engineering
- ✓ Mechanical/Electrical/Plumbing
- ✓ Water/Wastewater Design/Build
- ✓ PW/Application Development
- ✓ Alternate/Improved/Pilot Projects
- ✓ Project Cost Reconciliation
- ✓ Funding Disbursement
- ✓ Grant Closeout
- ✓ U.S. Treasury Emergency Rental Assistance (ERA)
- ✓ Coronavirus Relief Fund (CRF)
- ✓ Coronavirus Aid, Relief, and Economic Security (CARES) Act
- ✓ American Rescue Plan Act (ARPA)
- ✓ HUD CDBG-CV
- ✓ HUD CDBG-DR/MIT
- ✓ FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures)
- ✓ FEMA Hazard Mitigation Grant Program (HMGP) (Section 404 mitigation)
- ✓ FEMA Building Resilient Infrastructure and Communities (BRIC)
- ✓ FEMA Flood Mitigation Assistance Program (FMA)
- ✓ FHWA-ER Program
- ✓ FHWA Transportation Investment Generating Economic Recovery Grant
- ✓ Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

Focus On

FEMA Programs

$12 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)
- FEMA Building Resilient Infrastructure and Communities (BRIC)

Recent Sample Projects

Year	Client	Program	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation
2022	City of Fort Myers, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of South Daytona, FL	PA		■	■	■	■	■	■	■	■	■
2022	City of Philadelphia, PA	PA	■	■	■	■	■	■	■	■		■
2020	Hamilton County, TN	PA	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	PA		■	■		■	■	■		■	■
2020	Harris County, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Houston, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	PA		■	■	■	■	■	■	■		
2020	State of Connecticut	PA		■	■			■	■	■		■
2020	City of Dunedin, FL	PA	■	■	■	■	■	■	■	■		■
2019	State of Missouri	PA							■			■
2019	Commonwealth of Puerto Rico	PA		■	■	■	■	■	■	■	■	■
2018	City of Callaway, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Lynn Haven, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	Dougherty County, GA	PA	■	■								
2018	City of Albany, GA	PA	■	■								

FEMA Focus Areas

Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPPG, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.

Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.

Relationships Regional Reps

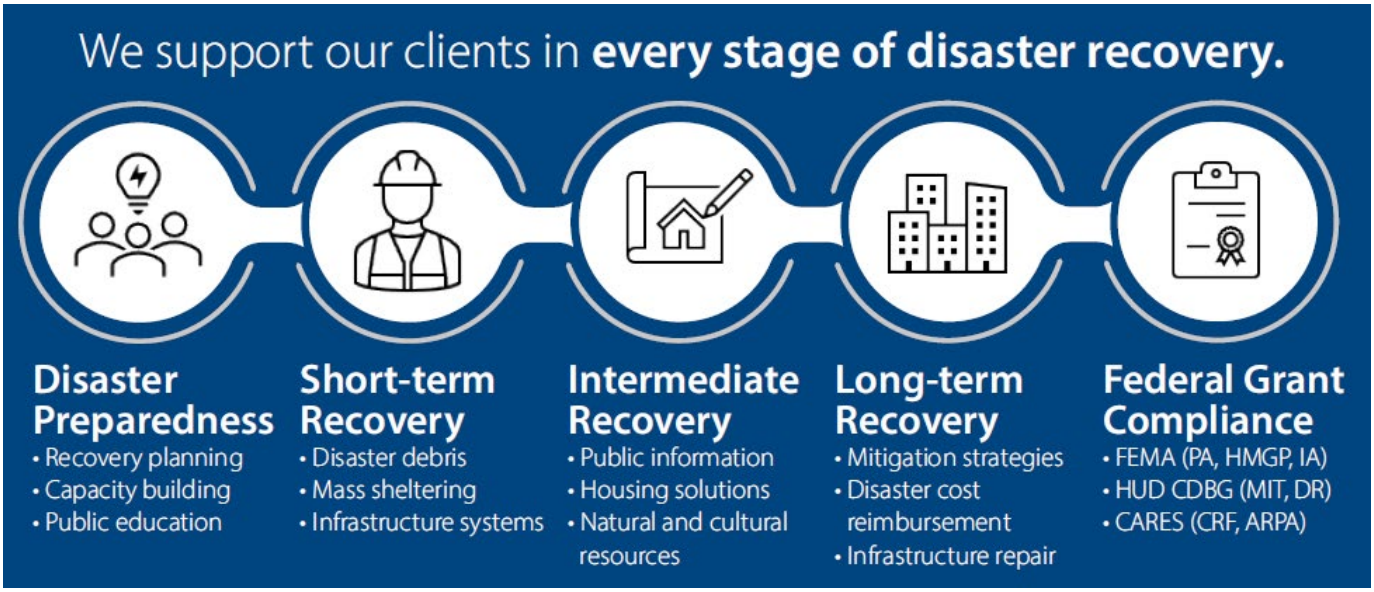
Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.

Audits and Appeals

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars.

Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have supported clients across the state and have successfully helping our clients navigate the Alabama Department of Emergency Management (ALEMA) reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over $12 billion in reimbursed costs.**



Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

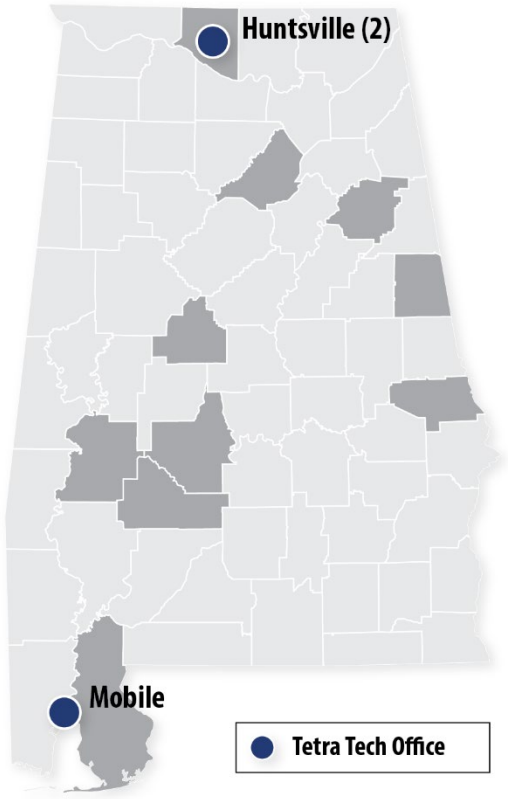
For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through FEMA Programs. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Disaster Response and Recovery in Alabama

Tetra Tech has assisted multiple clients in Alabama with comprehensive disaster recovery programs, in the aftermath of disaster events. With three offices and hundreds of disaster recovery professionals throughout the State of Alabama, we are able to respond quickly to our clients' needs.

Additionally, over the last several years Tetra Tech has worked with Alabama Emergency Management Agency (AEMA), Alabama Department of Transportation (ALDOT), and other state agencies on various recovery and reimbursement issues. Our expert staff are prepared to work with local, state, and federal agencies to ensure that the residents of the City of Mobile are able to recover timely and efficiently by maximizing reimbursement funds.

From Mardi Gras to the Port -- ***Alabama is our home. We live here, we work here, and we raise our families here.*** Alabama's recovery is very personal to our team. Having supported recovery from disasters since the 2014 tornadoes, we know Alabama communities are the first to respond as boots on the ground, ready to get to work. Tetra Tech has hired more than 600 local staff in Alabama to support our disaster recovery operations.



Project Samples

Tetra Tech is proud of the strong relationships our team holds with our clients. In accordance with the City's RFP specifications, Tetra Tech has provided references of clients of similar scope and size on the following pages. **We believe that these references will accurately reflect the ability of our firm to provide services, exemplify performance under similar contracts, and demonstrate the ability to provide knowledgeable and experienced staffing for municipal clients.**



Walton County, Florida

Financial Recovery Services

Over the past 20 years, Tetra Tech has worked with Walton County on a myriad of engineering projects, including a variety of stormwater and drainage control planning, design, permitting, and construction administration projects. Since 2009, Tetra Tech has completed more than 95 different County projects successfully, including implementing solutions to drainage and roadway problems.

In 2016, Tetra Tech assisted the County with Flood Mitigation Assistance (FMA) grant applications for the elevation of three residential properties. The grant was awarded and Tetra Tech helped with the elevation of those properties in the role of both elevation construction management and project management.

In 2018, Tetra Tech applied to the Pre-Disaster Mitigation (PDM) Program for a Local Mitigation Strategy (LMS) Plan and received the notification of funding in early 2019. Tetra Tech completed the update for the County and worked with the LMS Committee to get the LMS through the evaluation and acceptance stage for Walton County.

Client
Walton County, FL

Period of Performance
FMA Project: April – May 2016
LMS Project: December 2019 – October 2020
Hurricane Sally: November 2020 – March 2023
COVID-19: September 2021 – December 2022

Reference Contact
Jeff Goldberg, Emergency Management Director
Walton County Emergency Management
75 South Davis Lane
DeFuniak Springs, Florida 32435
(850) 892-8065
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Hurricane Sally Public Assistance Grant Management

In September 2020, Hurricane Sally struck the Florida Panhandle. Tetra Tech assisted the County with their FEMA Public Assistance recovery by providing consulting and grant management support for damage claims totaling nearly $1.1 million. Tetra Tech provided support with all aspects of the PA Program, including data review and reconciliation, project formulation, site inspections, and EHP considerations.

COVID-19 Public Assistance Grant Management

Tetra Tech assisted the County with their COVID-19 FEMA Public Assistance recovery by providing grant management support for eligible emergency work estimated at $130,000. Tetra Tech also assisted the County with procurement-related questions regarding other eligible recovery programs.

Key Challenges and Successes

Key challenges included navigating the County through their COVID-19 FEMA Public Assistance recovery, given that this program was new to all parties involved. Tetra Tech was able to successfully assist the County by relying on consistent coordination, staying up to date on current policies surrounding the funding, and time-tested standard operating procedures.



City of South Daytona, Florida

FEMA Public Assistance Grant Management Support

Hurricane Ian devastated Volusia County, Florida, in September 2022, including the coastal community of South Daytona, when it made landfall as a Category 4 hurricane. Due to the extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure as well as costs related to debris removal and emergency protective measures.

Tetra Tech began immediately assisting South Daytona soon after the storm's impact by deploying a dedicated project management team to the city to implement the recovery operational plan and initiate a FEMA Request for Public Assistance (RPA). Our team also began drafting the FEMA Damage Inventory (DI) and started reviewing and reconciling force account and contract documentation in anticipation of submitting the City's Cat. A (Debris Removal) and Cat. B (Emergency Protective Measures) projects.

Client
City of South Daytona, Florida

Period of Performance
October 2022 – Present

Reference Contact
Jason Oliva, Finance Director
1672 S. Ridgewood Avenue
South Daytona, FL 32119
(386) 322-3063
joliva@southdaytona.org

Tetra Tech has been supporting the City by providing expert guidance on PA programmatic timelines and policy considerations, recovery best practices, and documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

Key Challenges and Successes

While providing overall project management and oversight, Tetra Tech's team also assisted the City by conducting site inspections, collecting and reviewing documentation, managing the documents and Essential Elements of Information (EEIs) in FEMA's Grants Portal, and providing daily guidance to City staff.

Tetra Tech continues to support South Daytona by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of $3.5 million.



Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

Technical Assistance for Stafford Act

GOHSEP has selected Tetra Tech to support numerous communities in Louisiana with response and disaster recovery efforts following Hurricanes Isaac, Ike, Gustav, Katrina, Rita, and LA Severe Storms and Flooding. Tetra Tech supports GOHSEP to work on closing out many of these disasters with work on PWs that require technical assistance to come to final agreement with FEMA regarding eligibility or documentation. Tetra Tech delivers the major scoping elements under this engagement by working with GOHSEP at each step in the process, providing services to review CAs, Direct Administrative Costs (DAC), and Insurance, and provide Technical Assistance. Under Tetra Tech's management approach, our team provides GOHSEP with experienced staff capable of responding to the State's FEMA PA delivery needs, utilizing proven systems to maximize reimbursement, and monitoring financial transactions for accuracy, efficiency, and legality.

Client
Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

Period of Performance
2019 – Present

Reference Contact
Lynne Browning, Assistant Deputy Director of Public Assistance
1500 Main Street
Baton Rouge, LA 70802
(225) 338-7342
Lynne.Browning@la.gov

Tetra Tech's staff of disaster recovery experts provides cost analyses support to GOHSEP on different projects for applicants in the State of Louisiana. Tetra Tech ensures the process of the completion of Cost Analysis requests is in compliance with cost validation and program requirements set forth by State and Federal Regulations. This work includes detailed reviews and analysis of completed scopes of work for reasonableness by comparing actual costs with estimated costs. Tetra Tech's Cost Estimators perform forensic cost reasonableness analyses, identify PWs with procurement issues identified by FEMA, and provide GOHSEP with in-depth review and analysis of all collected documentation to confirm that costs are reasonable and eligible. Tetra Tech assists GOHSEP's subgrantees in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Construction cost estimation of repairs
- Engineering reviews
- Environmental reviews
- Historic preservations reviews
- Insurance subrogation
- Project scope and cost negotiations with FEMA
- Response to FEMA requests for information (RFI)
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech, with its technical staff and experience developing PWs for state and subgrantee clients and performing cost reasonable analyses, continues to assist GOHSEP to close out the State's open disaster declarations and any subsequent presidentially declared disasters that occur during the contract term.

Key Challenges and Successes

Tetra Tech's Insurance Program Specialist supports GOHSEP by reviewing and interpreting commercial wind and commercial flood coverage to ensure there is no duplication of benefits. This work includes reconciliation for Applicants and Insurance Commissioner Certifications, Obtain and Maintain Reviews, ICC Development and Completion, and Applicant Outreach, Communication, and RFIs. Tetra Tech's Insurance Program Specialist advises GOHSEP on coverage or approves the Applicant's reduction of benefits, reviews insurance settlement documentation, reviews insurance reductions to ensure accuracy/review insurance coverage, and compiles insurance information and budget information to complete applications and provide to Louisiana Department of Insurance.

Tetra Tech's PA Program Specialists also support GOHSEP with the review of DAC. This work includes detailed Applicant Reviews, DAC Version Requests, and Closeout Reviews for PWs assigned to determine eligible DAC. Collectively, our team of experts brings a deep understanding of FEMA's PA Program, including issues of eligibility, duplication of benefits, private insurance rules and practices related to disaster and mitigation claims, environmental and historic preservation, and resolution of compliance and audit issues through negotiation, mediation, and administrative appeal.

Plan/Approach to the Project

Project Understanding

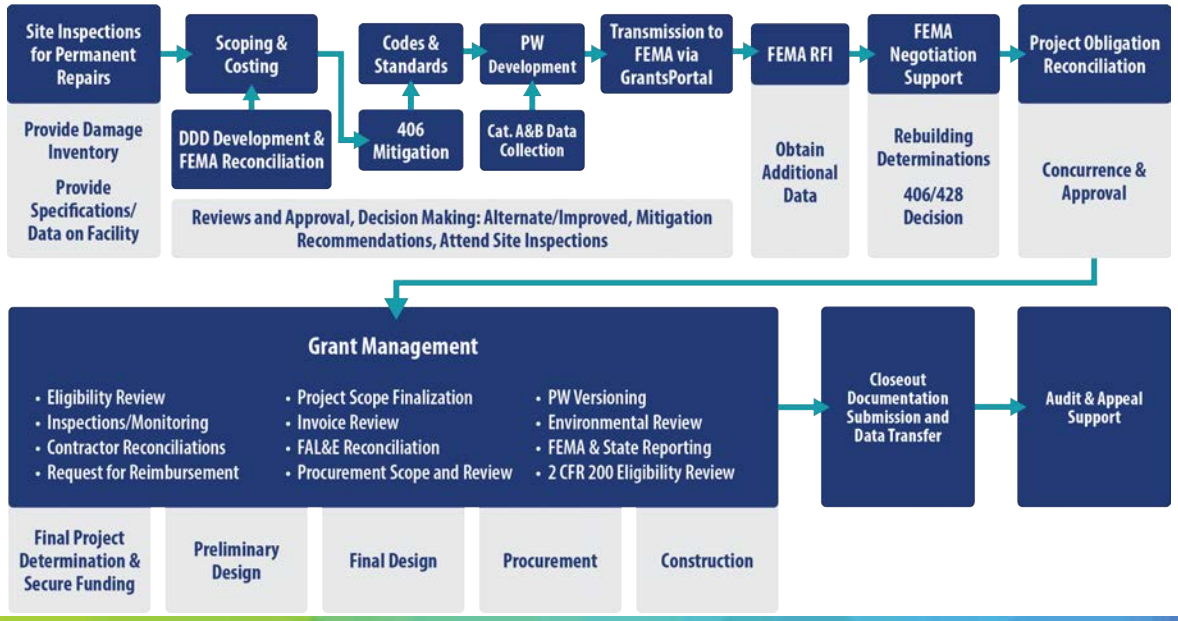
Tetra Tech understands that the City of Mobile is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the City is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the City's notice to proceed. Tetra Tech also understands that time is critical when responding to and recovering from a major disaster. Tetra Tech has the expertise to perform cost recovery services with FEMA, U.S. Department of Homeland Security (DHS), US and Alabama Departments of Transportation (DOT and ALDOT), Alabama Department of Emergency Management (ALEMA), and Alabama Department of Economic and Community Affairs (ADECA). The section below describes how Tetra Tech will support the City upon request for grant management services.

The City of Mobile is located in the southwestern region of Alabama along the Gulf Coast, boasting a rich history and culture and a Tree City USA designation. Following a disaster, it is paramount that the City abides by FEMA regulations and prioritizes environmental and respective historic preservation efforts. Additionally, the proximity to the Port of Mobile and aging infrastructure plays a key role in how Tetra Tech will need to support the City, as these aspects pose unique challenges, such as flooding, during the disaster recovery process as witnessed most recently following Hurricane Sally.

Across our services, Tetra Tech has gained experience in all aspects of emergency management, from pre-event planning, to response, recovery, and closeout. Each phase of our emergency management support has documented and systematic procedures that govern the execution to provide **scalable, consistent, high-quality results. Tetra Tech is capable and prepared to accomplish all aspects of the City's scope of work, including:**

- Response routine throughout the year (Pg. 24)
- Mobilization processes (Pg. 26)
- Remote vs On-site service expectations (Pg. 31)
- Subcontractors (Pg. 30)
- Software or special technical support (Pg. 48)

Tetra Tech is prepared to assist the City with all components of the scope of work. The following section details our proposed start-up procedures, followed by a detailed technical approach. Our team has developed documentation processes to capture the data at each step along the way.



Delivering the City's Scope of Work

Overall Program Management

Our team will deliver a program that can guide the City through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.



Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our client on collecting the data upfront will lead to success as we monitor the City's program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report the City on the status of the project.

Result: We have the most robust data management capability in the industry. The City can trust our team to collect and manage the most critical data throughout each phase of the City's FEMA program.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the City needs to support its recovery efforts.

Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions for the City. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need for the City to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ data management tool. Aligning these systems will result in the City's ability to transmit data more quickly to FEMA and the State, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

Since first working in Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out."

Our Philosophy: Disaster Cost Recovery

It's Not What You Get, It's What You Keep: All federal funds come with strings attached. We are adept at developing strategies, action plans, policy, and processes to achieve program success and eliminate funding clawbacks.

Efficiencies to Maximize Benefits: We will help the City receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current FEMA and U.S. Treasury policy/regulation.

Bringing in the Right People at the Right Time: Every incident is different, so our team is scalable to meet the needs of the City. Our staffing and resource plan will be constantly evaluated and revised as the pandemic evolves from short-term recovery to long-term recovery and beyond.

Leading Recovery of the Whole Community: Tetra Tech is prepared to assist the City and its communities through the disaster recovery process. Our experience has shown that strong applicant training and advocacy effort yields successful results.

Retaining Funding Through Documentation and Audits: We have a proven track record of success in retaining funds and resolving disputes with funding agencies. Tetra Tech will provide guidance and assistance on internal controls and documentation requirements to ensure projects are fully supported and "audit-ready."

Result: We are committed to supporting the City to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

Step 4 - Expedite the Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the City each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EEIs) and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

Project Initiation

Kickoff Meeting

The Tetra Tech team will begin the project by conducting a kickoff meeting to develop the project work plan and review and update existing communications protocols. The kickoff meeting will include City of Mobile key staff, other City disaster stakeholders, and the Tetra Tech team. During the kickoff meeting, the Tetra Tech team will review the project's goals, objectives, timeline, and deliverables. The outputs of the initiation kickoff meeting will be a stakeholder register and a Tetra Tech/City coauthored project scope statement that will provide the global framework for the project work plan.

Continuous and coordinated communication with City staff is essential for the success of this project. Our project management team understands the importance of effective communication and will seek to establish a communication protocol with the City at the kickoff meeting to continue enriching our proactive working relationship and maintaining frequent information exchange.

Areas to be discussed in the kickoff meeting and memorialized in a project work plan will include but not limited to the following:

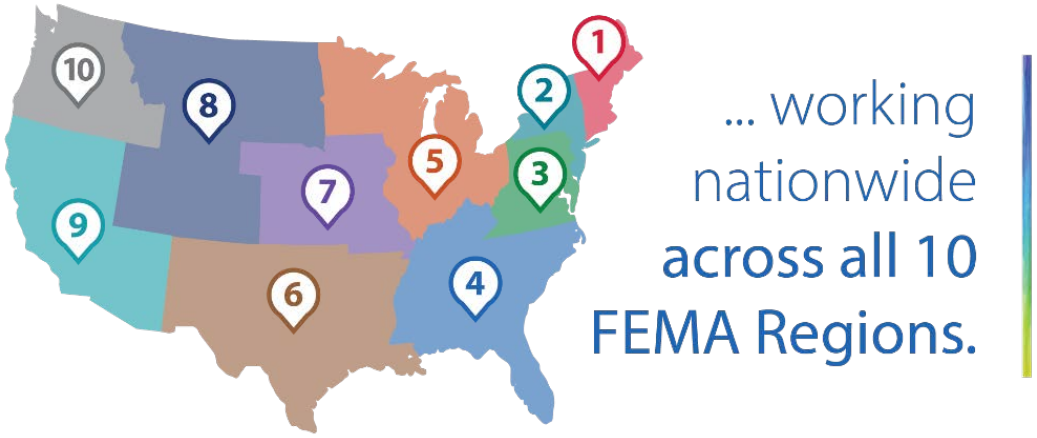
- Organizational reporting between Tetra Tech, City staff, and federal agencies
- Timeline of key events (e.g., mobilization of Tetra Tech staff, timing for initial Tetra Tech meetings with the City, completion of applicant PW formulation, etc.)
- Roles and responsibilities and reporting structure of key Tetra Tech, City staff involved in the federal program emergency/disaster assistance efforts
- Contact information for key Tetra Tech, state, and federal staff involved in the recovery effort
- Likely staging of staff operations, including location of day-to-day operations
- Internal communication so parties are kept informed of progress
- Reporting and information requirements of Tetra Tech's work efforts and progress to the City
- Templates of critical forms to provide consistency across the theater of operations
- Identification of key FEMA officers
- Process flow and approvals of documents between Tetra Tech, the state, FEMA, and other federal agencies
- Gathering information on the City's current critical issues
- Identifying protocols to track and resolve issues or problems that may be identified
- Information to be included in Tetra Tech's status reports to the City regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for parties to review from time to time
- Process for establishing task orders as requested by the City
- Other information as specified by the City

Continuous and coordinated communication with City of Mobile staff is essential for the success of this project.

We will establish communication protocols with the City at the kickoff meeting to continue enriching our proactive working relationship and maintain frequent information exchange throughout the project. *Tetra Tech will also conduct executive briefings with City leadership and other executive identified by the City.*

FEMA Public Assistance Advisory Services

Our team holds comprehensive qualifications in working both for and with FEMA. In addition to having worked across all 10 FEMA Regions, Tetra Tech **maintains six current contracts directly supporting FEMA**, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.



Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with funding Categories A-G of the FEMA PA Program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs.

Meeting Attendance

Another key responsibility of the Disaster Recovery Team will be to communicate and collaborate with state and federal grant managers. This includes participating in calls, meetings, site visits, and work sessions throughout the recovery operation.

Our team members have worked with our clients to lead or participate in over 100 FEMA Exploratory Calls, Recovery Scoping Meetings (e.g., Kickoff Meeting), and Subrecipients Briefings serving local governments. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct **pre-calls** for the following:

Exploratory Call: Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the City as a "dress rehearsal" for the Exploratory Call.

Recovery Scoping Meeting (RSM): Tetra Tech team will have the first draft of the Damage Inventory (DI) within 48 hours of the City and FEMA scheduling the RSM. We will request that the City provide comments back within 24 hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the State, and the departments.

Throughout the course of our engagement with subrecipients, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with City and FEMA staff. These meetings may include:

1. 406 Mitigation Proposal Reviews
2. Ad hoc meetings with Consolidated Resource Center (CRC) / Informal RFI meetings
3. Regularly scheduled meetings
4. Additional meetings to maintain project forward momentum/progress

Our approach will include pre-calls and preparation prior to meetings with the State of Alabama and FEMA. This will include preparation of agendas, PowerPoint, technical memorandums, and technical studies. In each meeting Tetra

Tech will also provide notes from all FEMA and State meetings will be made available to all participants to memorialize the discussion.

FEMA PA Project Work Plan

The following table provides a timeline to illustrate the timing of events identified in this proposal for a mobilization. The exhibit provides a chronological timeline listing the approximate start date and duration for each service area. The actual start date and duration would be agreed to by the City and Tetra Tech during the Task Order scoping meeting discussed above and memorialized in the Task Order.

Tetra Tech PA Project Timeline

Time	Tasks	Deliverables/Milestones
Annual Training and PA Updates		
Annual	**Meet with City of Mobile to review PA Administrative Plan, provide annual refresher training course, and provide PA updates**	• Conduct annual coordination meeting with the City • Obtain and coordinate management of critical documents and files, • Review and revise PA plans and procedures, as required • Provide PA legislative and regulatory updates
Pre-Event Activities (In cases of a no-notice event, the following pre-event tasks would be performed immediately post-disaster)		
H-96	**Communication check/internal capabilities review**	• Contact the City via phone to establish a point of communication • Initiate daily Tetra Tech Team conference call (Tetra Tech Team) • Determine potential staff resource requirements (Tetra Tech Team)
H-72	**Execute responsibilities and activate contracts**	• Review statewide procedures/guidance documents issues from the State • Continue daily Tetra Tech Team conference calls (Tetra Tech Team)
H-48	**Monitor storm track and continue preparations**	• Place Tetra Tech Account Manager & key PA staff on alert prepare to mobilize • Conduct regular meetings with the City
H-24 *	**Mobilization**	• The City issues Task Order (TO) and notice-to- proceed to the Tetra Tech Account Manager and key Recovery staff, as needed (for no-notice event this would come after TO scoping meeting occurs) • Save critical documents and files to the network drive, USB drive, and laptop hard drive • If requested by the City, deploy Phase 1 staffing (Project Manager and other key Recovery staff to EOC) • Support incident action planning through the entirety of the response and recovery efforts
H-0	**Arrival/Impact of Disaster or Initiate Response to No-Notice Event**	
Response and Recovery		
H +24	**Mobilization**	• Deploy Tetra Tech staff in accordance with the City TO requirements • Coordinate with the counties to support PDA and prepare to receive PDA data • Provide damage and debris model and estimates
H +48	**Damage assessments/operational plans**	• Conduct Tetra Tech/City project kickoff meeting • Begin development of PA Disaster-specific Work Plan • Participate in status review meetings • Continue PDAs data collection and support

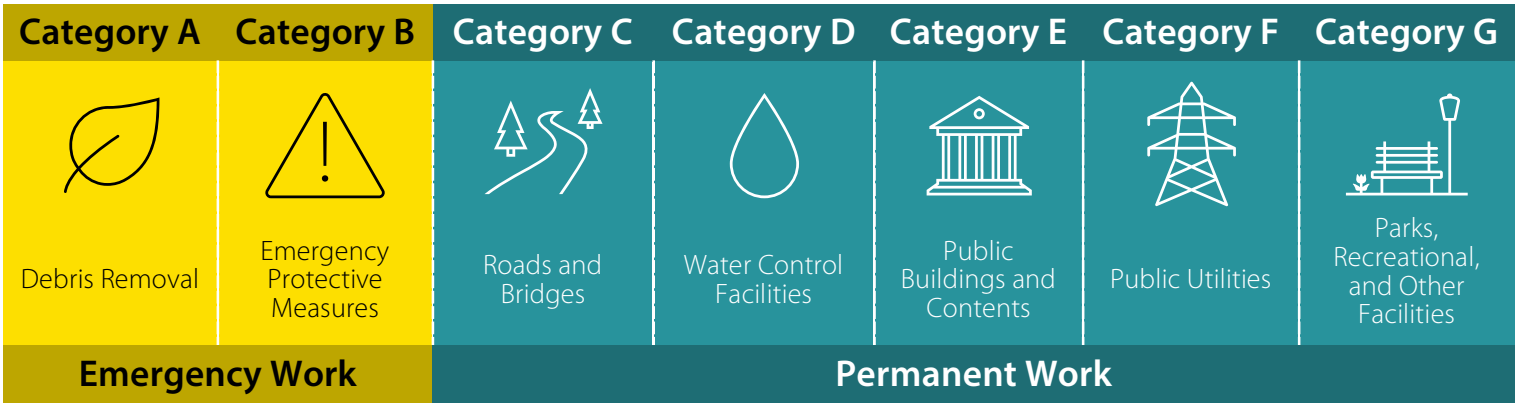
		• Develop cost estimate and other inputs required for presidential disaster declaration • Develop operational plan for disaster-specific issues
H + 1 Week	**Stabilize response**	• Receive approval for PA Work Plan • Develop training protocols • Plan and schedule applicant kickoff meetings • Begin weekly reporting to the State Public Assistance Officer (SPAO)
H + 2 Weeks	**Implement programs**	• PA Technical Support and Service section fully functional • Deliver PA training to City as requested • Conduct applicant kickoff meetings • Provide debris analysis
H + Multiple Weeks	**Full project implementation**	• Provide PW support to City • Test 20% sample of PWs and report results • Review PWs for mitigation opportunities
Weekly	**Project maintenance**	• Participate in weekly review meetings • Provide the City with weekly status reports
When Needed	**Support services**	• Provide the City with issue report within 24 hours of identifying a significant issue • Provide City with program advocacy • Deliver assessments on complex issues management and resolution • Provide regulatory reviews • Assist in appeals • Conduct desk audit on completed PWs
Available Anytime	**Support services**	• Project Report Dashboard • Access to *RecoveryTrac*™
Project Completion	**Document turnover/ closeout**	• Conduct final inspection on PWs • Provide closeout package

Tetra Tech is very experienced in working closely with cities and special districts on behalf of a City. These operations require close coordination and effective communication across the emergency management structure to ensure the proper execution of responsibilities across the units of government – and we'll do just that for the City of Mobile. Examples of our experience include the following:

- **During Hurricane Ian in Florida, Tetra Tech provided substantial resources on behalf of Lee County to restore water and wastewater systems that were significantly damaged. This required close coordination with the State, the County, and local City governments within Lee County.**
- Philadelphia is a coterminous City and County that Tetra Tech has worked closely with for many years including planning, training, and after-action reports. For the past 2.5 years Tetra Tech has helped the City/County manage over $375 million in federal funding from Treasury and FEMA.
- In the State of Connecticut, Tetra Tech has helped 30+ Applicants submit over $400 million in FEMA PA reimbursement requests and is preparing to review nearly $1 billion in FEMA PA claims for their COVID-19 disaster.
- Tetra Tech is working with Fort Bend County, Texas, on a variety of infrastructure grant programs focused on flood mitigation, road and bridge work, pedestrian and bicycle lane expansion, and broadband support. Our team closely coordinates with both cities and special districts within Fort Bend County to ensure transparency and regional buy-in.
- The City of Long Beach, California, is currently working with Tetra Tech on managing over $45M in FEMA PA project management, to include project reimbursement risk analysis, force account labor cost reconciliations, technical support on multi-million dollar eligibility questions at the state and FEMA Region level, and the creation of a Long Beach-focused FEMA PA Processes and Procedures Manual.

- Tetra Tech is assisting Warren County in Category A-G FEMA PA projects as a result of the DR 4630 Kentucky Tornadoes. Work includes deconflicting with City of Bowling Green and State debris removal efforts that occurred in the immediate aftermath of the disaster.

Tetra Tech has supported clients in processing FEMA PA grant funding across all categories of work, including:



Development of Project Worksheets

Tetra Tech is prepared to assist the City in all levels of Project Worksheet (PW) development. Tetra Tech will assist in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental reviews
- Historic preservations reviews
- Insurance subrogation
- Negotiations with FEMA on project scope and costs
- Responding to FEMA RFIs
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech and our project team have significant experience supporting clients in performing cost analyses. With over 22,000 technical specialists and engineers and multiple offices throughout the region, Tetra Tech will support the City in any of its PW development and forensic needs.

Tetra Tech's PA SOPs reflect requirements of the formulating PWs within the GrantsPortal system and following FEMA's Streamlined Process for COVID-19 Disaster.

Following Hurricanes Matthew, Harvey, and Irma, the Tetra Tech Team was able to provide eligible costs and documentation to write the PWs using *RecoveryTrac*™, **resulting in identifying 25% more damage than FEMA.**

In the preparation phase of the PW (e.g., Project Formulation), Tetra Tech will identify the project category (A-G), determine if it is a large or small project, whether it is work to be completed or work completed, and ultimately draft the scope of work for the project.

Damage Assessments

Federal disaster programs require the City to demonstrate that certain damage thresholds have been met. The speed with which the City can document, gather, consolidate, and submit damage estimates to FEMA determines how quickly disaster assistance is provided. Tetra Tech can provide the immediate support to expand the City's ability to conduct Preliminary Damage Assessments (PDAs).

Tetra Tech has performed PDAs for clients in the states of Texas, South Carolina, Florida, North Carolina, Connecticut, and Puerto Rico in the last three years alone. We have standardized methodologies and our *RecoveryTrac*™ tablet and mobile device software system that can be used by Tetra Tech or loaded on the City's devices to collect uniform PDA data quickly and efficiently.

Tetra Tech *RecoveryTrac™* Preliminary Damage Assessment Electronic Data Collection



The Tetra Tech team has established SOPs for PA support developed over hundreds of past projects under the old and new delivery models. ***The SOPs have been recently updated for the latest version of the FEMA GrantsPortal system.*** When developing PWs and versions, Tetra Tech will use these SOPs to incorporate accurate scopes of work, damage descriptions, and cost estimates. The draft PW will take advantage of site visits performed by Tetra Tech cost estimators and PA technical staff, including photography of the damaged assets collected in *RecoveryTrac™*, Tetra Tech's Android-based PA project and information tracking tool.

Tetra Tech staff will be available to perform damage assessments and site visits to damaged assets (with the prior approval of the City) to capture certain critical information using Tetra Tech's Android-based PA project and information tracking tool, *RecoveryTrac™*. Information to be collected would include the following:

- Digital photographs and video of the damage site
- Address and GPS coordinates of the damaged site
- Brief narrative of the damage observed
- Document assumptions being made with respect to repair or replacement

Project Controls/Quality Control Procedures

Our team is committed to the shepherding the City's projects at each phase throughout the grant life cycle to mitigate the risk of funds being unspent. To achieve these goals, Tetra Tech's approach to managing, controlling, and supervising our team will revolve around (1) providing Tetra Tech's Project Manager with appropriate responsibilities and authority; (2) tracking and reporting progress and costs; (3) implementing a tested and reliable quality assurance methodology; and (4) training project staff on tools and techniques that help improve the operational efficiency of the project team and the drive project toward completion.

1. **Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
2. **Tracking and Reporting Data Utilizing Tetra Tech's *RecoveryTrac*™ Data Management System:** Tetra Tech will provide the City with standard and customized reports in a web environment using its cloud-based *RecoveryTrac*™ integrated data management system.
3. **Time-Tested SOPs:** Our team's policies and procedures for this type of work have been tested thousands of times as we have helped grantees and subgrantees execute FEMA PA projects.
4. **Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

Subcontractor Management

We are adept and experienced in managing the availability of and access to needed personnel on disaster management projects. These projects often require simultaneous performance of multiple task orders by multiple companies, often at multiple locations. Our approach is that personnel from each company assigned to a task order will work together as one under Tetra Tech's single task order organization toward a common set of performance goals. Each participating subcontractor will perform as an integral team member to provide the diverse resources and flexibility this contract demands, and Tetra Tech will take direct responsibility for all subcontracted work.

Schedule Management

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the project work plan. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement.
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal.
- Assist the project team in monitoring and measuring the project's progress, focusing on early identification and mitigation of variances.

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Project Manager will review all projects included in the master schedule on a monthly basis and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the City Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of the City Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by the City. The Tetra Tech team will be responsible for the steps of verification of costs and reconciliation.
- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Project Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor costs to ensure they are in alignment with the overall approved cost approved by the City Project Manager and that they remain the best value to the project management team.

Deadline Management

The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, assist the City in requesting extensions as necessary. This includes the following deadlines:

- 6 months for Emergency Work (Category A and B)
- Additional 6 months for Emergency Work (Category A and B)
- 12 months for Section 428 opt in
- Additional 18 months for Permanent Work (Category C-G) after 36 months
- Extensions to RFIs
- Extensions to Appeal Responses

In addition, our team will work with the City to submit accurate quarterly reports for each project throughout the life of the grant. In our *RecoveryTrac*™ system, we will implement push notifications to alert two (2) weeks in advance of quarterly reporting deadlines.

Tetra Tech has worked with countless communities following disasters like Hurricane Charley, Jeanne, Francis, Ivan, Ike, Gustav, Harvey, Irma, Maria, and most recently Ian to meet every extension request whether it be debris, emergency protective measures, or permanent repairs for both State and FEMA deadlines.

Internal Controls

The Tetra Tech team helps clients identify, understand, and manage risks. Our team will apply our extensive experience in internal controls, risk management, regulatory compliance, and technology to provide a full range of control and risk advisory services. Our team will assist in evaluating processes and controls, perform testing, and recommend control enhancements to mitigate overall program risk.

Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection and monitoring with data analytics. We employ a flexible, case-sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the City to address all avenues before we deny any costs submitted for reimbursement.

Ability to Perform and Collaborate Remotely

Tetra Tech views all our projects as an opportunity to build a partnership with our clients. We understand how important complete coordination and collaboration are in providing valuable and reliable services. As such, our philosophies include deliberate, continuous, and effective communication with key stakeholders throughout every phase of our projects; an understanding of stakeholders' time commitments and the demands placed on their time; and an understanding of the realities and technical issues required for the scope of work.

Our strategy for effective communication includes physically attending prescheduled meetings as needed or requested by the City, as well as providing ongoing support via remote work environments. **We understand that successful coordination with the City and its debris removal contractor is critical to the ongoing success of Disaster Management Consulting operations and, ultimately, maximizing federal reimbursement.**

Tetra Tech Remote Capabilities

Tetra Tech has been performing services for our clients remotely for years – long before the COVID-19 pandemic pushed many organizations to go virtual. To provide the best and most skilled staff available to our clients, we do not limit ourselves geographically.

To further adapt to the COVID-19 working environment, our team has become expert users of virtual engagement platforms such as Microsoft Teams and collaborative tools like Klaxoon. Our primary mode of immediate communication to staff is through Microsoft Teams. This is where messages and questions are answered between staff and supervisors. Teams is also the central repository for announcements and program changes. The chat allows supervisors to interact with their team instantly and maintain consistent messaging about project processes.

Our clients receive access to a user-friendly virtual environment through SharePoint or Tetra Tech's *RecoveryTrac™* technology. Clients will be able to access an exquisite data management suite for real-time dashboard reporting available 24/7.

Virtual Service & Local Presence





Our project methodology prioritizes local presence to support project work, with **3 existing office locations across Alabama.** Tetra Tech teams are also power users of digital collaboration platforms, including Microsoft Teams, which allows us to accommodate ad-hoc meetings and collaboration.

Spotlight on: **FEMA PA Small Project Threshold Revisions**

On August 3, 2022, FEMA's small project threshold significantly increased from $139,800 to $1 million. On January 6, 2023, FEMA announced the Public Assistance Simplified Procedures Policy # FP-104-23-001. **Specifically, the policy reduces the documentation burden for eligible facilities, work, and costs for small projects.**

According to the new policy, FEMA will now accept Applicants' certified estimates and summary information for costs under simplified procedures. FEMA will also accept the Applicants' certifications for damage and work rather than requiring detailed documentation. This policy does not necessarily mean that projects will be paid and closed out quicker in all States, Tribes and Territories, unless changes to the Administrative Plan occur (FEMA requires annual updates to the Admin Plans) and will likely result in increased administrative costs for recipients and subrecipients depending on who pays the non-federal cost share.

It is our understanding that the goals of this policy are to reduce administrative burdens and costs, and to accelerate the reimbursement process and the closeout procedures, however, there are increased responsibilities and administrative burdens regarding project documentation reviews, and project closeout requirements upon the Recipients. In addition, if a project cost estimate is underwritten, many small subrecipients may not have the funds to complete the recovery project and run the risk of paying for a higher cost share. All recipients will now assume greater risk when advancing FEMA project funds. De-obligation risk is also higher now for all subrecipients. **Tetra Tech will focus on formulating accurate cost estimates quickly while reducing the risk for potential cost overruns on all small projects. Our team will work with the City of Mobile and the State to discuss their small project threshold.**

Our subrecipients and our local level clients have a deeper "bench" of technical support compared to our competitors, i.e., the utilization of our engineering and technology Subject Matter Experts within our company will assist with formulating accurate costs estimates quickly and accurately.

Financial, Payroll, and Grant Management

Maximizing Federal Grant Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the City gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance,** Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1	Prepare a comprehensive **plan.**	Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.
2	**Coordinate** effectively with federal agencies.	Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the City's needs and are familiar with the City's recovery plans.
3	Use all available **resources.**	Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.
4	Be ready to provide **documentation.**	Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.
5	Be proactive in identifying **unmet needs.**	Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.
6	Be **transparent** and accountable.	Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.
7	Maintain a focus on **timelines.**	Timeline and deadline management are critical in ensuring that the state's needs are met and that the state is in compliance with federal regulations.

8	Leverage in-state and **local expertise.**	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	**Engage** the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with **experts.**	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Working with a Broad Range of Applicants

Our solutions are built on experiences from our current work with a broad range of federal grant funding applicants to efficiently and effectively meet both recipient and subrecipient needs. Tetra Tech's proven methodologies for assisting clients to expedite recovery programs by prioritizing compliance, advocacy, and customer service. **The Tetra Tech team has worked with all types of applicants in all types of scenarios.**

Experience with Types of Applicants

Throughout the course of completing countless response and recovery projects for more than two decades, we have overseen numerous federal grants, including PA, HMGP, FMA, IA, CDL, CDBG, ESG, CRF, CARES, ARPA, PDM, FHWA, FTA, and USDA-NRCS for the following:

- States
- Counties
- Cities
- Individuals
- Houses of Worship
- Small Businesses
- Non-Profit Organizations
- Agricultural Producers
- Public Utilities

Expertise in Programmatic and Policy Advisory for Federal Grant Programs

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech is an industry expert in federal grant program documentation. This is our specialty, and we have provided this service to our clients on a myriad of federal programs over the last 25 years. We scour program guidance to create a program documentation process that is implemented at the onset of the program. Quality assurance and quality control against program documentation requirements is our standard. We reach out to our network of federal partners to stay ahead of program changes and confirm language of the policy guides.

Throughout the course of the hundreds of grant management projects that our staff have administered for state and local governments across the U.S., our team has developed a deep understanding of local, state, and Federal policies and procedures. **We commit to maintaining compliance with the applicable requirements in project operations and serving as a coach to the City and local jurisdictions to design and deliver compliant programs.**

1	**We are experts in federal grant policy.**	Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.
2	**We know Alabama.**	Our team maintains strong relationships with many of the lead federal officers, state executive agency leadership, and staff across Alabama's municipalities. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships.
3	**We inform compliant service delivery.**	The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and the City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.
4	**Our oversight framework aligns with program requirements.**	Tetra Tech will work with the City stakeholders to establish an Implementation Plan along with SOPs for critical program elements, including financial procedures and compliance. We have combed the FEMA, HUD, and COVID-related guidance to develop template SOPs that can be updated and implemented for the City's range of program types. We can quickly customize our templates to meet the City's task order needs and meet federal documentation and compliance requirements.
5	**We maintain audit-ready files.**	We know federal agencies routinely and randomly review our clients' programs. We maintain our documentation process so that files are audit-ready, and our procedures are tailored to facilitate review and generation of project submissions.
6	**Our team is committed throughout closeout.**	Tetra Tech's work does not end when project tasks are complete. Through the demobilization phase, Tetra Tech completes extensive documentation, producing and delivering required deliverables to support auditing. Audit support not only includes a detailed project report that summarizes the project and identifies opportunities for improvements on future engagements, but also includes continued availability of information systems to support closeout information requests.

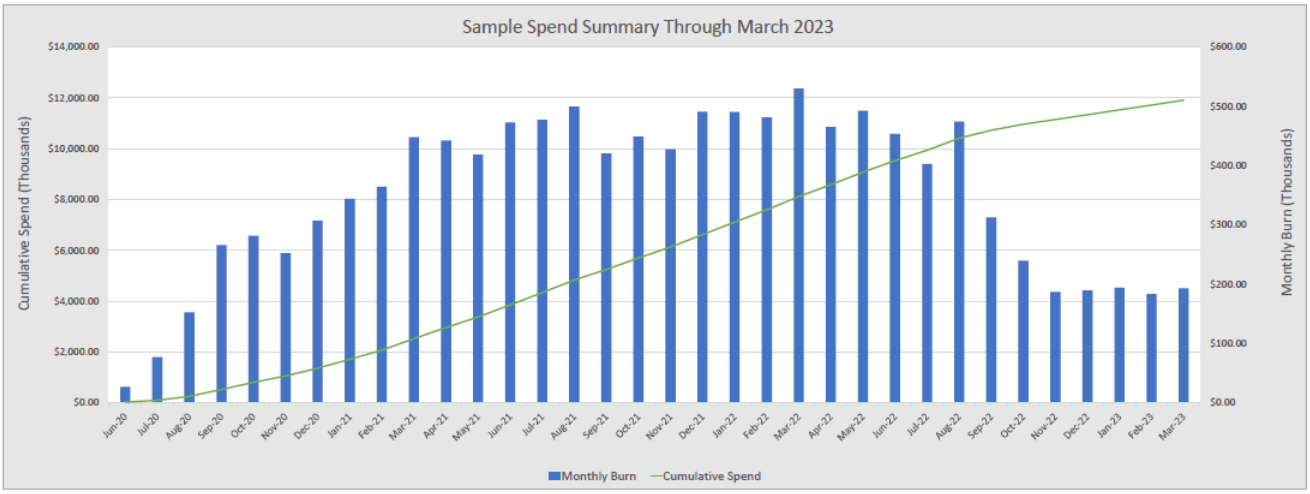
In a catastrophic disaster, the City may be faced with managing hundreds of millions of dollars from federal agencies such as FEMA, FHWA, and HUD for thousands of applicants. The Tetra Tech team has experience in working both on the grantee and subgrantee levels to track the drawdown of such payments in accordance with the federal regulations.

For large, multi-agency and multi-grant funded programs, the Tetra Tech team develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls.

Sample PO Summary

TT Project Number	Description	Approved Task Order Amount	TT Estimated Spend Through Week Ending 4/28/2023	Balance on Approved PO	Estimated Current Week Burn	TT Costs Estimated through Week Ending 5/5/2023	TT Costs Estimated through Week Ending 5/12/2023	Invoiced	Paid	AR Balance	Date Funding Will Run Out at Current Burn
Active Task Orders/ PO											
1051234	Sample Project	$15,789,279.50	$12,066,472.39	$3,722,807.11	$33,865.39	$12,100,337.78	$12,134,203.17	$11,912,853.19	$11,525,870.44	$386,982.75	6/12/2025

Note: This summary is based on the information and estimates currently available.



These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts. **In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.**

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Management Costs

Our teams have established Standard Operating Procedures with specific language, and we believe it is critical that personnel who work on those projects properly track and describe their work. We validate that activities and projects

performed are eligible *for both direct and indirect management costs* for all work performed on behalf of our clientele are charged to specific identified projects and not to the disaster in general. Activities eligible as management costs are submitted as a Category Z project and are outlined in FEMA Recovery Policy FP 104-11-2, Public Assistance Management Costs (Interim), which include but are not limited to:

a) Preliminary Damage Assessments
b) Meetings regarding the PA Program or overall PA damage claim
c) Organizing PA damage sites into logical groups
d) Preparing correspondence
e) Site inspections
f) Travel expenses
g) Developing the detailed site-specific damage description
h) Evaluating Section 406 hazard mitigation measures
i) Preparing Small and Large Projects
j) Reviewing PWs
k) Collecting copying, filing, or submitting documents to support a claim
l) Requesting disbursement of PA funds
m) Training

Policies developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies

Along with the FEMA Public Assistance Program and Policy Guides (PAPPGs), other policies and guidance we track are:

- Procurement Under Grants Training | FEMA.gov
- Audit-Related Guidance for Entities Receiving FEMA Public Assistance Funds
- Mass Care/Emergency Assistance Pandemic Planning Considerations
- 2022 PA Simplification Memos
- Crisis Counseling Program
- FEMA Building Codes Strategy
- FEMA Flood Risk Management
- Fire Management Assistance Grants (FMAG)
- NEPA and Section 106 EHP
- PDAT and Procurement Guide and PDAT Contract Provisions
- FEMA 90/10 Cost Share Adjustments
- FEMA_Advisory_FEMA_Increases_Public_Assistance_Small_Project_Maximum_to_$1Million
- FEMA_New-recipients-of-disaster-grants-guide_2019
- Simplified Procedures Final Rule - Memo 08.03.2022
- The National Defense Authorization Act (NDAA) with prohibitions on grant funding made on August 18, 2020.

Financial Tracking

We will maintain all project financial information using our robust and audit-tested enterprise resource program, TetraLinx. Oracle-based TetraLinx is a fully integrated accounting and financial management relational database that provides the Tetra Tech team and client staff with fast and reliable retrieval of financial data and reports complete with all required backup information.

Each deliverable produced by Tetra Tech undergoes a rigorous technical review and approval by qualified professional(s) other than the originator(s) to ensure that:

- ✓ Concepts, assumptions, features, methods, analyses, and details are appropriate, complete, fully coordinated, and correct; results and recommendations are reasonable, within policy guidelines, and supported in the deliverable
- ✓ Deliverables are in compliance with plans, policy, guidance, and standards with deviations appropriately identified and properly approved

The TetraLinx system has a built-in, easy-to-use functionality that allows us to meet each client's unique needs. The system allows for pre-programmed financial reports that are generated on a weekly and monthly basis; however, the system can also be used to run reports on a daily basis if necessary. Our financial system is fully cost accounting standard-compliant. Our financial and management systems undergo routine auditing by the Defense Contract Audit Agency, and they find that our accounting, billing, purchasing, disclosure statement, and estimating practices are in full compliance with applicable standards and regulations**. TetraLinx is helping Tetra Tech implement best practices in project and financial management. We track more than 35,000 active projects using TetraLinx each day. TetraLinx processes and stores all direct and indirect project transaction information, including labor (time entry), expenses, and procurement. TetraLinx allows users to generate invoices, create reports, and track financial information.**

$10,027,431	$78,123	$8,680	13	2	04/11/23
Total Forecasted Costs	Federal Share Obligations to Date	Non-Federal Share Obligations to Date	Projects	Obligated Projects	Most Recent Project Obligation Date



Department	Projects	Total Forecasted Costs	Total Obligations to Date
OTIS	1	$48,070.00	$48,070.00
PPR	4	$1,053,305.29	$38,733.42
Citywide	3	$1,927,412.52	
PFD	2	$781,040.64	
PWD	3	$6,217,602.38	
Total	13	$10,027,430.83	$86,803.42

Forecasted Recovery Management Cost*

$477,496.71

*Recovery Management Cost (Category Z) is calculated as 5% of Total Forecasted Costs

GP Project #	Dept.	Project Name	Current Process Step	Date Project Sent to CRC	Forecasted Obligation Date	Forecasted Funds Disbursement Date	Total Forecasted Costs	Federal Share Obligations	Non-Federal Obligations	Total Forecasted Obligations	Total Forecasted Funds
553201	PWD	Belmont Pumping Station	Pending CRC Project Development	03/31/2023	09/27/23	03/25/24	$3,946,119.00			$3,946,119.00	$3,946,119.00
669455	PWD	PWD - PPR Cat E Multiple Sites	Pending CRC Project Development	04/12/2023	10/09/23	04/06/24	$1,656,079.00			$1,656,079.00	$1,656,079.00
553204	PPR	PPR - Multiple Parks, Docks & Ramps	Pending PDMG Scope & Cost Routing	02/17/2023	08/16/23	02/12/24	$756,000.00			$756,000.00	$756,000.00
553203	PFD	PFD - DFS Multiple Structures and Equipment	Pending CRC Project Development	04/27/2023	10/24/23	04/21/24	$748,220.00			$748,220.00	$748,220.00
553202	Citywide	Emergency Protective Measures	Pending CRC Project Development	04/20/2023	10/17/23	04/14/24	$743,538.38			$743,538.38	$743,538.38
552560	Citywide	Debris Removal	Pending CRC Project Development	01/12/2023	07/11/23	01/07/24	$706,377.43			$706,377.43	$706,377.43
664112	PWD	PWD - Pumping Stations and Storm Drainage	Pending Peer Review	03/09/2023	09/05/23	03/03/24	$615,404.38			$615,404.38	$615,404.38
709638	Citywide	Recovery Management Costs	Pending Application Completion		01/30/24	04/30/24	$477,496.71			$477,496.71	$477,496.71
664110	PPR	PPR - Schuylkill River Wall and Queen Lane Pumping Station	Pending EHP Review	02/21/2023	08/20/23	02/16/24	$195,764.87			$195,764.87	$195,764.87
664203	PPR	PPR - Wissahickon Creek Trail	Pending EHP Review	02/21/2023	08/20/23	02/16/24	$62,807.00			$62,807.00	$62,807.00
664237	OTIS	OTIS - Office of Transportation, Infrastructure, & Sustainability	Obligated	11/01/2022	01/26/23	07/25/23	$48,070.00	$43,263.00	$4,807.00	$48,070.00	$48,070.00
664217	PPR	PPR - Schuylkill River Trail & Racecourse Grandstand	Obligated	02/17/2023	04/11/23	10/08/23	$38,733.42	$34,860.08	$3,873.34	$38,733.42	$38,733.42
664231	PFD	PFD - Fire House Engines 12, 35 - CONTENTS	Pending FEMA 406 HMP Completion	01/27/2023	07/26/23	01/22/24	$32,820.64			$32,820.64	$32,820.64
Total							**$10,027,430.83**	**$78,123.08**	**$8,680.34**	**$10,027,430.83**	**$10,027,430.83**

Project Management

Tetra Tech is prepared to assist the City in all levels of grant management including, but not limited to:

- Eligibility Review
- Inspections/Monitoring
- Contractor Reconciliations
- Project Scope Finalization
- Procurement Scope and Review
- PW Versioning
- Environmental Review
- FEMA/State Reporting
- Time Extension Requests
- 2 CFR 200 Eligibility Review

Requests for Reimbursement

To facilitate the request for reimbursement (RFR) process and reduce the reconciliation backlog, it is important for supporting documentation to be collected, maintained, and updated throughout the duration of the recovery process. We will constantly monitor grant applications, project progress, requests for reimbursement, and reimbursements received.

The Tetra Tech team has an extensive history of implementing, reconciling, and monitoring the RFR process internally and on behalf of our state and local clients spanning the FEMA PA Program. While many agencies and subrecipients still wait for reimbursement from previous disasters, our goal is to expedite economic recovery through strategies such as:

- Work with departments to collect data necessary for RFR claim
- Issue RFR to the State within 24 hours of notification of award/submission of data from the City
- Respond to RFIs from the State within 48 Hours
- Develop and Issue Weekly RFR Report/Tracker

Tetra Tech will track all supported cost information for labor, materials, and equipment associated with the project and all documentation submitted where the project costs may be estimated by unit price, time and materials, or contracts in which labor, equipment, and materials are provided by an outside source. Tetra Tech will follow-up on any missing or inadequate cost information associated with the project to ensure all expenditures are submitted for reimbursement.

If Tetra Tech determines there are questions, issues, or potential ineligible costs during the submission of documentation, it will be noted and discussed with the City to minimize the delays that can be realized when a PW is disallowed or has multiple RFIs from the State or FEMA staff.

Procurement And Contract Management/Monitoring Support

The Tetra Tech team utilizes a procurement checklist contained in Tetra Tech's Public Assistance Services Program Standard Operating Procedures (PA SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from the Federal Highway Administration such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2014, and 2 CFR 200.

Categorize, record, track, and file costs in support of the financial reimbursement process.

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, to large complex infrastructure projects such as the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near the confluence of and across the Gulf Intracoastal Waterway, and the Mississippi River Gulf Outlet near New Orleans.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from City agencies, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking dates and amounts so dates fall within the disaster event range and are reasonable
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 22,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the City with defending its PWs successfully.

Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR), including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:
    - Contract labor
    - Materials/supplies
    - Force account equipment
    - Force account labor
        - Including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Confirm compliance with federal procurement requirements and environmental and historic preservation rules/regulations
- Reconciliation of force account labor, equipment, and material data
    - Avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies
    - Cost summary creation

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Closeout Process

Tetra Tech will inform the City, FEMA, State, and other project participants of the Tetra Tech demobilization and prepare for the transition of project-related responsibilities to the City's designated point of contact (POC). We will implement the Program Closeout Plan, including the Program Transition Plan, Final Audit Plan, Agreement Closeout Plan, and Asset Transfer Plan. Additional activities within this phase include data transfer, exit briefings with subgrantee, acceptance meetings with the customer, and final communications.

Key Statistics

Our team has reconciled over $12B in FEMA PA related documentation.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

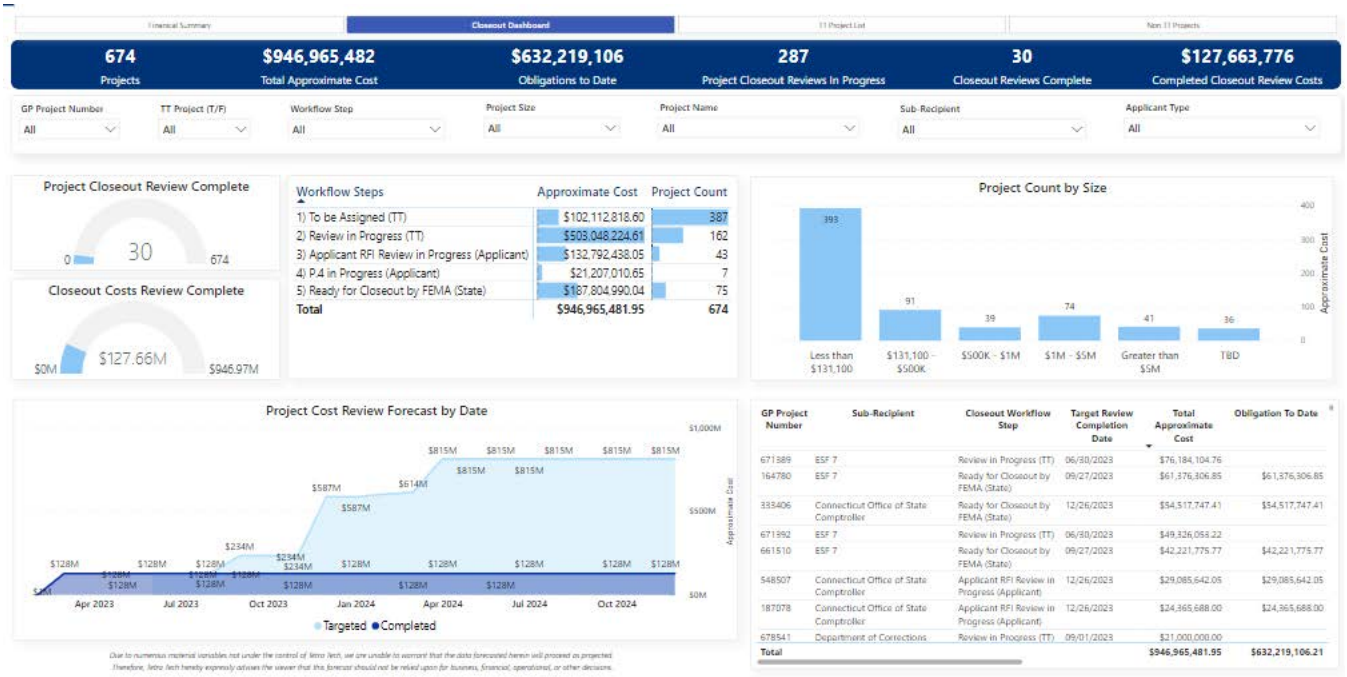
Tetra Tech is prepared to conduct final inspection activities alongside the City. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Closeout packets will be created within the Tetra Tech team's *RecoveryTrac*™ system. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation from our *RecoveryTrac*™ system to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout. The closeout packets will typically include the following:

- Listing and copies of PWs
- Closeout PW versions
- All associated invoices and receipts
- Force account labor and equipment records
- Project status report/proof of completion and scope of work
- Project inspection reports
- Complete GrantsPortal records detailing FEMA review and approval
- All associated project cost and funding documentation

As the City prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

Throughout the closeout process, the City will be provided detailed tracking reports for closeout activities. Below is a sample closeout dashboard showing the transparency Tetra Tech provides each step of the way in the review process. This includes showing where each project is in the review queue (with Tetra Tech, the Applicant, the State, or FEMA), project tracking lists that can be exported into PDF or Excel, and clickable charts to drill into any project for a higher level of detail as needed.



Assistance During the Audit Process

Tetra Tech brings a wealth of experience in audit support for Single Audit, OMB and DHS OIG audits. To this end, Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting, as well as supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

Support During the Appeal Process

Tetra Tech will work through the first and second appeal process on the spectrum of issues the City may face during future disasters. In the event the City elects to pursue FEMA's arbitration process, our team can provide support through this, having recently been successful in arbitrations for Monroe County, FL and the Commonwealth of Virginia on deobligations following Hurricanes Irma (2017) and Dorian (2018).

Appeal and Audit Actions

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech has been retained to assist clients with first and second appeals. In the event that we would be engaged by the City to assist in an appeal, we will collaborate with the City on the legal/FEMA policy-related components of the appeal.

Information Technology and Data Management

Perhaps the most critical component of the grant process will be project reporting and providing the City with visibility to the process. Our team has spent years on research and development to streamline FEMA PA documentation and data management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its

RecoveryTrac™ system. The *RecoveryTrac*™ system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management.

The *RecoveryTrac*™ system is the result of these efforts. The *RecoveryTrac*™ system is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project. The system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac*™ Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the City will have access to project-related information in one easy-to-access location without having to spend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac*™ system to organize and manage data and documentation associated with each of the programmatic areas.

Documentation and Reporting Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes FEMA guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future.
Grant Application Development and Administration	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Management Cost Monitoring	Tetra Tech's *RecoveryTrac*™ proprietary monitoring software, will allow the City to monitor the amount of management costs available for administration of the PA Program.
Grant Closeout	Tetra Tech assists clients years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

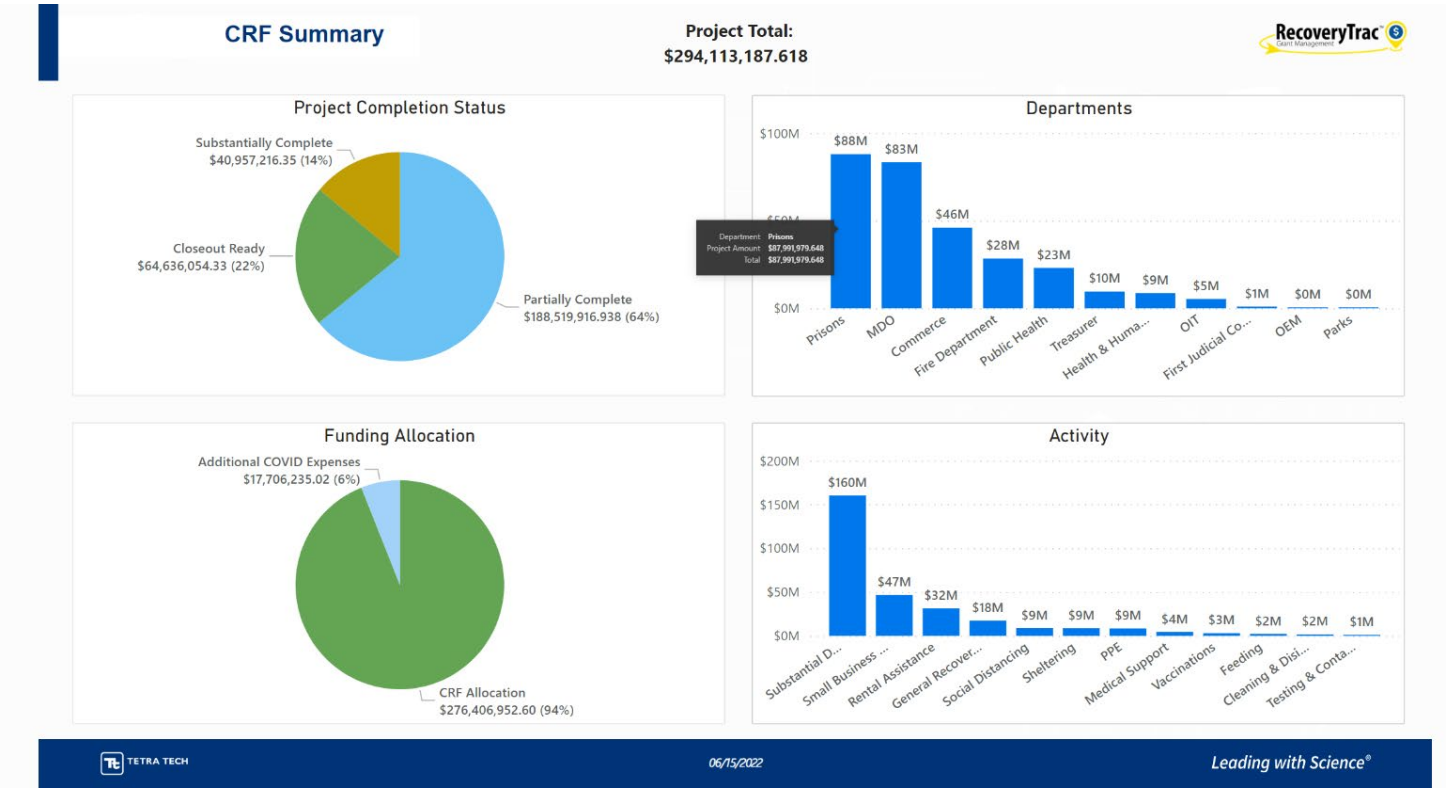
Dashboard Reporting

RecoveryTrac™ is a web-based application that provides the City with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor

and contractor invoice records Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Because Tetra Tech has managed FEMA PA grant programs for clients across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA. We can generate these reports in various formats depending on what information is being requested. Our professional and knowledgeable staff can facilitate a presentation of summaries and reports that will provide the State and FEMA the information they need to support the City.

Sample Progress Report Dashboards



Program Reports

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the City. The report will include information related to the key performance indicators (KPIs) agreed to with the City Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

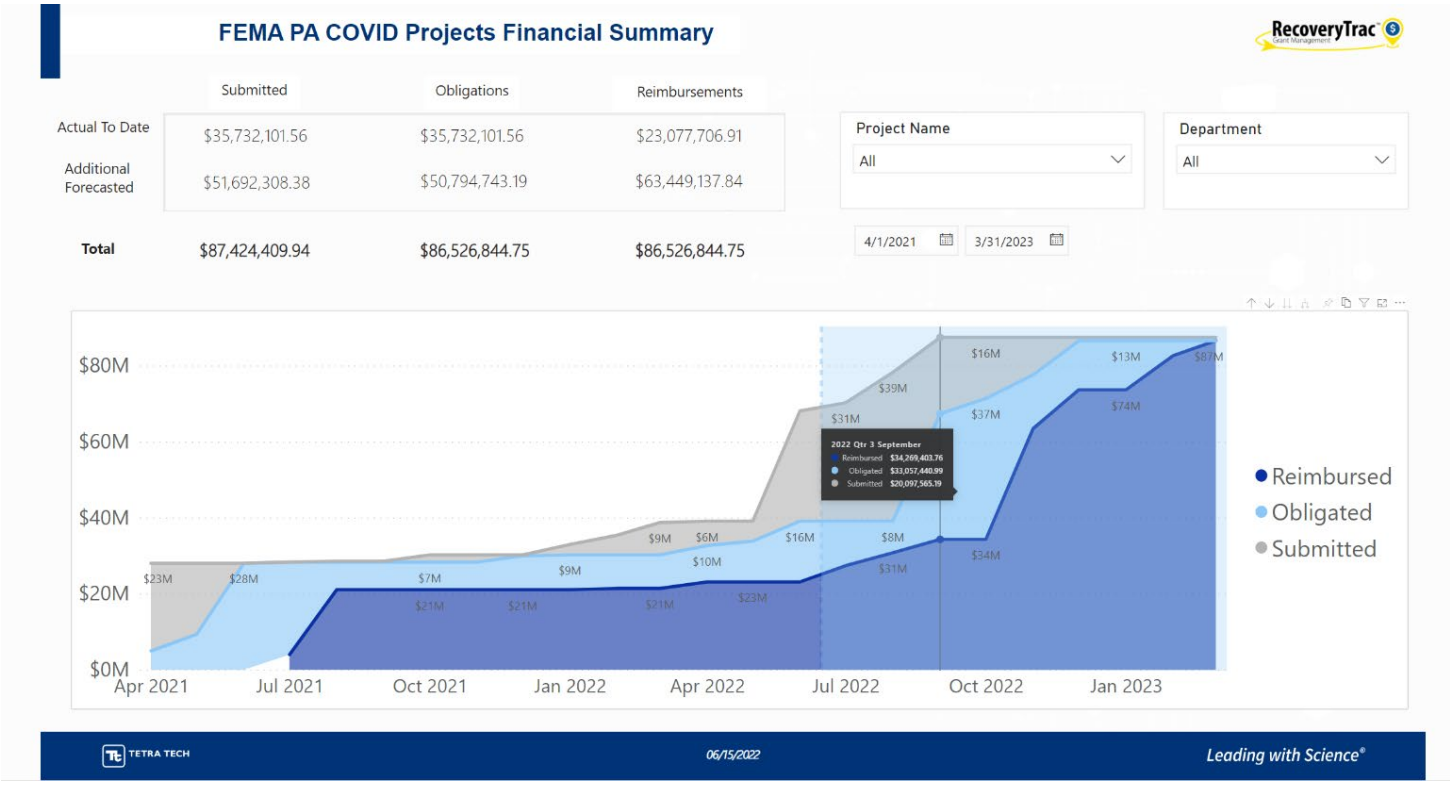
Weekly Status Meetings

Tetra Tech's program manager will meet each week with the City to review the weekly status report and discuss any issues, concerns, or problems.

Monthly and Quarterly Progress Reports

Tetra Tech tailors our data management tool so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give the City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint. In the development of our reports, the Tetra Tech team will apply proven principles, including:

- Focus on the core essentials of the program; avoid trying to discuss all aspects
- Maintain a future orientation; concentrate on where the program is going
- Be concise; limit the total number of pages
- Present information in graphs and tables as opposed to narrative
- Provide well-written and engaging narratives
- Employ standard milestones throughout for consistency in reporting
- Avoid unnecessary details; references can be provided for supporting documentation
- Issue the report in a timely manner
- Fully validate and cross-check all data



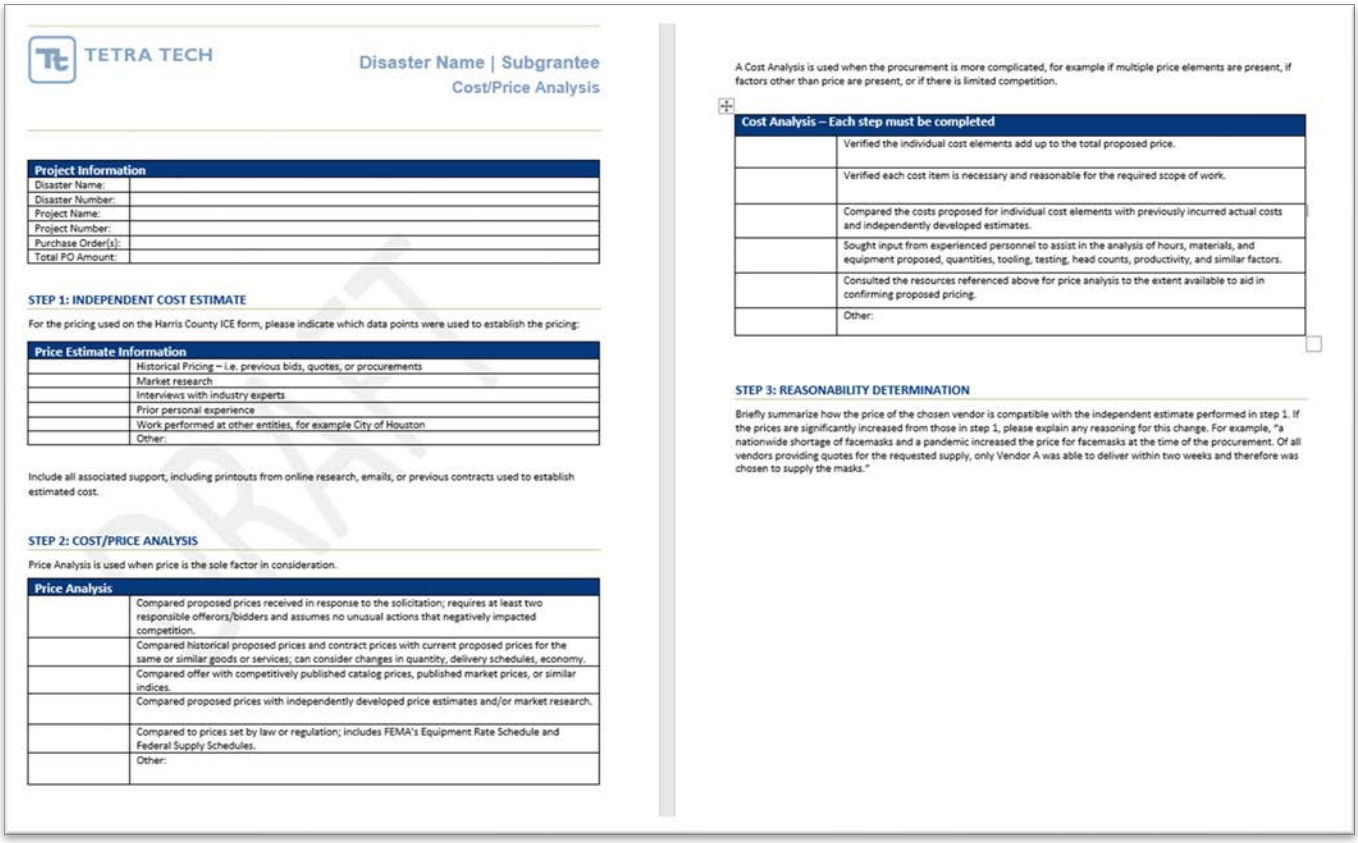
Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to the City for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our "deliver with the end in mind" approach to program management.

Tetra Tech Cost Price Analysis Worksheet



TETRA TECH

Disaster Name | Subgrantee
Cost/Price Analysis

Project Information	
Disaster Name:	
Disaster Number:	
Project Name:	
Project Number:	
Purchase Order(s):	
Total PO Amount:	

STEP 1: INDEPENDENT COST ESTIMATE

For the pricing used on the Harris County ICE form, please indicate which data points were used to establish the pricing:

Price Estimate Information	
	Historical Pricing – i.e. previous bids, quotes, or procurements
	Market research
	Interviews with industry experts
	Prior personal experience
	Work performed at other entities, for example City of Houston
	Other:

Include all associated support, including printouts from online research, emails, or previous contracts used to establish estimated cost.

STEP 2: COST/PRICE ANALYSIS

Price Analysis is used when price is the sole factor in consideration.

Price Analysis	
	Compared proposed prices received in response to the solicitation; requires at least two responsible offerors/bidders and assumes no unusual actions that negatively impacted competition.
	Compared historical proposed prices and contract prices with current proposed prices for the same or similar goods or services; can consider changes in quantity, delivery schedules, economy.
	Compared offer with competitively published catalog prices, published market prices, or similar indices.
	Compared proposed prices with independently developed price estimates and/or market research.
	Compared to prices set by law or regulation; includes FEMA's Equipment Rate Schedule and Federal Supply Schedules.
	Other:

A Cost Analysis is used when the procurement is more complicated, for example if multiple price elements are present, if factors other than price are present, or if there is limited competition.

Cost Analysis – Each step must be completed	
	Verified the individual cost elements add up to the total proposed price.
	Verified each cost item is necessary and reasonable for the required scope of work.
	Compared the costs proposed for individual cost elements with previously incurred actual costs and independently developed estimates.
	Sought input from experienced personnel to assist in the analysis of hours, materials, and equipment proposed, quantities, tooling, testing, head counts, productivity, and similar factors.
	Consulted the resources referenced above for price analysis to the extent available to aid in confirming proposed pricing.
	Other:

STEP 3: REASONABILITY DETERMINATION

Briefly summarize how the price of the chosen vendor is compatible with the independent estimate performed in step 1. If the prices are significantly increased from those in step 1, please explain any reasoning for this change. For example, "a nationwide shortage of facemasks and a pandemic increased the price for facemasks at the time of the procurement. Of all vendors providing quotes for the requested supply, only Vendor A was able to deliver within two weeks and therefore was chosen to supply the masks."

Contractor Billing Oversight

Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the City's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. *RecoveryTrac*™ has been designed to make an auditor's job easier by linking all costs to the proof of payment, invoice, and backup of the documentation to show the cost eligibility.

RecoveryTrac™
Grant Management

The *RecoveryTrac™* grant management system was specifically designed for the management and maintenance of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and leveraging the flood of incoming data to visualize project projection and recovery in real time using customized dashboard reporting.



Key Features

Information is a critical ally when supporting a major community to stabalize in the wake of a disaster. Funding agencies require highly granular data to support grant application and reimbursement. Tetra Tech has configured the *RecoveryTrac™* grant management system to organize and manage data and documentation associated with each grant program in mind.

Real Time Statistics

Audit-Ready Data

Exporting Capabilities

Efficiency

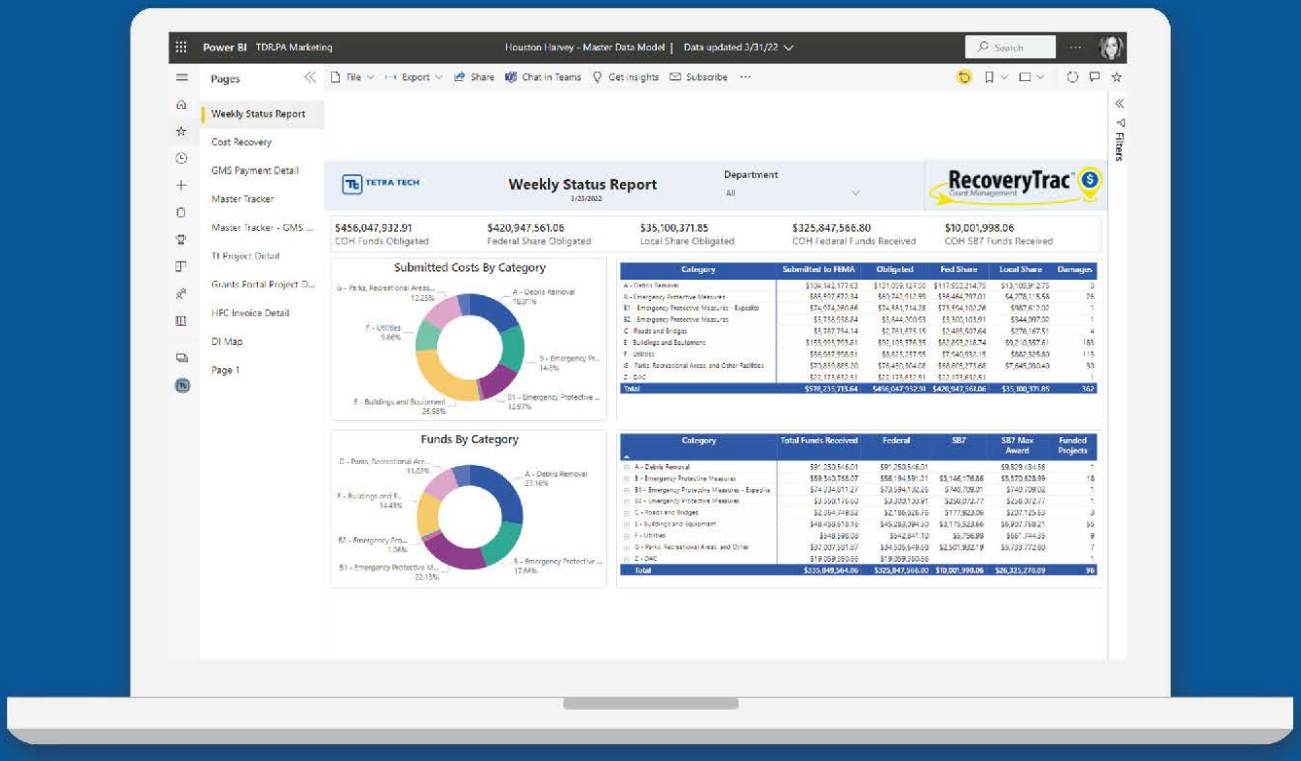
Regulatory agencies can quickly search and review electronic project data files.

Enhanced Reporting

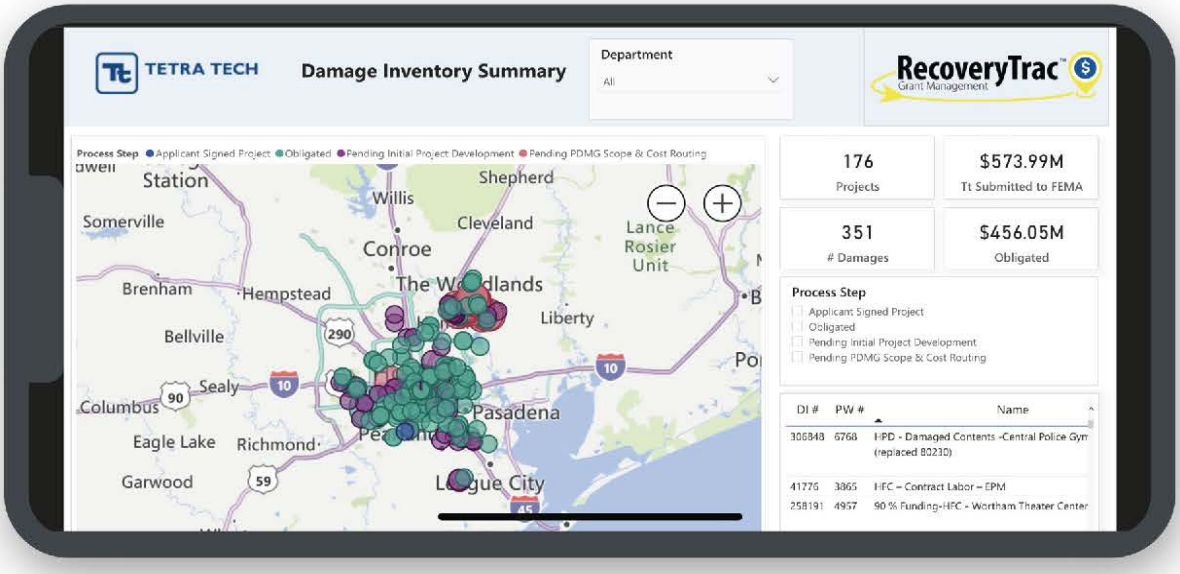
Fully customizable data control facilitates custom reporting for all recipients.

Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs. The *RecoveryTrac™* system provides aggregate data management and chain-of-custody tracking of changes. Dashboards are web-accessible with cloud storage, and flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all phases of emergency management. This software tracks key data against program objectives and key performance indicators, building the highest level of transparency for grant expenditure.

Insurance And Other Funding Support

The Tetra Tech Team's approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize applicant insurance policies
- Accompany insurance adjuster to damage site
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Cracking the Code

Tetra Tech's team has extensive experience working with agencies to ensure they receive all the insurance reimbursements to which our client is entitled. Our team's approach is to take advantage of all reimbursement and funding opportunities that are available to its clients and ensure that insurance issues are properly handled, such as:

- Understanding the terms and conditions of the insurance policies coverages and the interpretation of same.
- Assist with the recovery process to ensure that the various recovery steps comply with insurance claim requirements and FEMA Policy for the PA program.
- Assist with the assessment/evaluation of the damaged property and review detailed written estimate of damages for accuracy and completeness.
- A thorough analysis and complete documentation of the cause of the damage - wind vs. flood is a common issue that needs proper handling and is especially important when the policy coverage has low flood sub-limits.
- Assist with/perform a reconciliation of the insurance proceeds – an insurance allocation verses FEMA insurance deductions on each PW.

United States (US) Department of Housing and Urban Development (HUD) and Community Development Block Grant Disaster Recovery (CDBG-DR)

Tetra Tech has experience with HUD CDBG-DR, CDBG-MIT, and CDBG-CV grant programs at every level, including program design, implementation, monitoring, and closeout. Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients.

We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than $10 billion post-Superstorm Sandy and $2 billion post-Hurricane Harvey. As an example of this expertise in action, Tetra Tech led the creation of the New York Governor's Office of Storm Recovery CDBG-DR Rebuild by Design Living with the Bay program resiliency strategy, which included the creation of projects across a broad variety infrastructure improvement projects. We are currently working with the Commonwealth of Puerto's $600 million CDBG-DR multi-sector recovery program and $3 billion housing recovery program.

Tetra Tech has provided CDBG-DR/MIT support services for:

- St. Johns County, FL (Hurricane)
- Monroe County, FL (Hurricane)
- New York Governor's Office of Storm Recovery (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Dougherty County, GA (Tornadoes)
- City of Marathon, FL (Hurricane)
- Lexington County, SC (Hurricane)
- Richland County, SC (Hurricane/Flooding)
- Boulder County, CO (Landslides)
- Dauphin County, PA (Hurricane/Flooding)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- Harris County, TX (Hurricane)

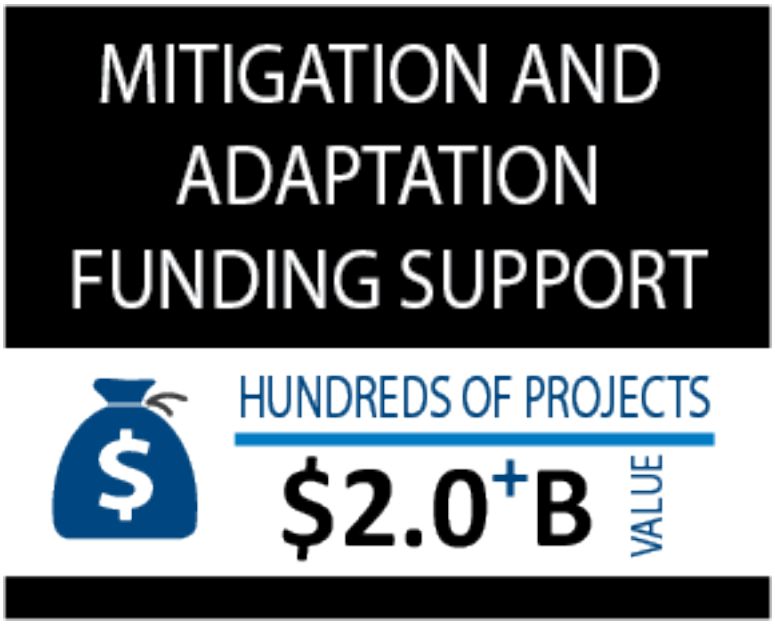
Identification of Alternative Sources of Funding

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Hazard Mitigation Support

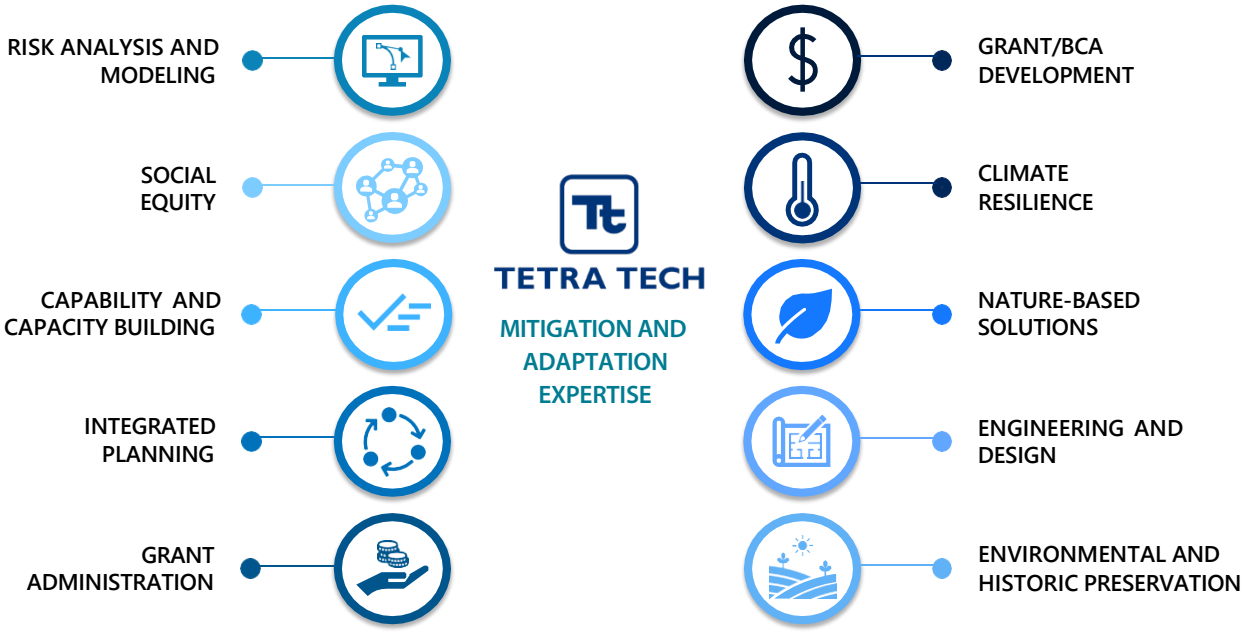
Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the City's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and BRIC)



Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Tetra Tech offers a full suite of services and subject-matter experts to mitigate hazard risk, adapt to the changing climate, and build community resilience.



FEMA 404 Hazard Mitigation Grant Program (HMGP)

The Tetra Tech team is prepared to assist with identifying mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 HMGP program. Tetra Tech is prepared to assist the City with HMGP services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), evaluating environmental and historic preservation compliance, regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in California, Idaho, North Carolina, New Jersey, Ohio, Oregon, Washington, South Carolina, Florida, and Texas, including the City of Houston with HMGP and FMA grants.

Did You Know?

Our team has successfully worked with the **City of Houston** on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain $38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the City can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available to the City. Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects. Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects and developing LOIs to maximize use of this funding.



Tetra Tech's FEMA HMA experience includes clients at every scale, including:

- Galveston County, TX | SRL Elevations 2011 and 2015
- Montgomery County | TX/SRL Elevations 2016
- Fort Bend County, TX | HMGP Buyouts & Elevations 2016
- City of Houston, TX | Action Plan 2015
- City of Houston, TX | Unmet Needs Analysis
- Richland County, SC | HMGP Buyouts 2015
- State of Connecticut | HMGP Closeouts
- Walton County, FL | FMA Application and Elevations 2015 - 2022
- Gwinnett, GA | HMGP Buyouts
- Virginia Beach, VA 2014
- King County, WA | On-call
- Snoqualmie, WA | On-call
- Whatcom County, WA | HMGP Elevations & Acquisitions 2022
- State of Utah | BCA Technical Review for BRIC and HMGP Projects 2022
- State of Idaho | Office of Emergency Management
- City of Roseville, CA
- Barnwell School Board, SC | Hurricane Safe Room
- Manheim Borough, PA | Flood project; BRIC FY2021; HMGP (DR-4506)
- Brandywine Conservancy and Museum of Art, PA; Elevations of Historic Structures | HMGP (DR-4618)
- Wayne County, OH | HMGP Acquisitions
- Rochelle Park NJ | Elevations; FMA 2021
- Somerset County NJ | Acquisitions; FMA 2021
- Cranford Township NJ | BCA for Elevations; FMA 2021
- New Jersey Office of Emergency Management | FMA and HMGP technical support
- Ocean City NJ | Elevations Grant Management
- Pasco County, FL | DR-4068
- Dougherty County, GA | DR-4284
- Gwinnett County, GA | DR-1858
- Clark Energy Co-op, KY | DR-4284
- City of Charleston, SC | DR-1858
- City of Charleston, SC | DR-4241
- City of Sumter, SC | DR-4286
- Lexington County, SC | DR-4241
- Richland County, SC | DR-4241
- City of Houston
- City of Houston
- Galveston County | DR-1791
- Galveston County | DR-1791
- Montgomery County, TX | DR-4269
- Port of Galveston, TX | DR-1791
- City of Callaway, FL | DR-4399
- City of Lynn Haven, FL | DR-4399
- State of Connecticut
- City of Daytona Beach, FL | DR-1840

FEMA 406 Mitigation

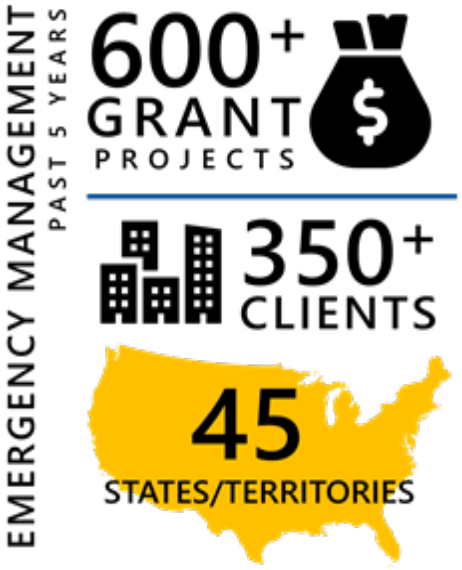
With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures (aka Appendix J) are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) to FEMA for approval prior to starting the work. Our Mitigation Specialist focuses on providing direct technical assistance to our clients while working collectively with FEMA in identifying PA hazard mitigation actions that enhance an eligible facility's ability to resist damage in future incidents. Our mitigation experts work with the lens of urgency as we understand that delays can have long-term repercussions impacts and can determine how quickly a community will recover. Therefore, our narrative recommendations and cost estimates are implemented in an expedited manner.

100% REVIEW FOR 406 MITIGATION

Tetra Tech will not miss the opportunity to review every damaged facility for the potential implementation of 406 mitigation measures.

Loss Avoidance Studies-Benefit-Cost Analysis

Tetra Tech is a nationally recognized service provider in the field of performing Benefit-Cost Analysis (BCA) in support of FEMA HMA grant applications. Every BCA we perform is, in essence, a loss avoidance study, as FEMA has defined a "benefit" under the BCA program and an "avoided loss". Our professionals have a thorough understanding of the concepts applied in a loss avoidance study. Tetra Tech staff has completed over 2,000 analyses using FEMA's current model, which has resulted in securing in excess of $1 billion in grant funding for our clients. Projects in which we have successfully completed grant applications include property acquisitions, structural elevations, stormwater drainage improvements, structure and non-structural seismic retrofit projects, rock revetment/bank stabilization projects, pumping stations large-scale reach-based flood control projects and hazardous fuel reduction projects. These types of projects are the building blocks to a resilient community.



Tetra Tech BCA Experience Highlights

- Developed formal BCAs for all hazards and project types for both FEMA 404 and 406 programs using FEMA's BCA software for hundreds of projections nationwide; successfully securing >$1 billion in funding for our clients.
- Demonstrated success using each of the BCA Modules, such as flood full data (riverine and coastal); damage frequency assessment (DFA); and hurricane wind, hurricane safe room, tornado safe room, earthquake, wildfire, and drought modules.
- Served as a beta tester for the development of the agency's latest software deployment, Benefit Cost Analysis Re-engineering (BCAR), with a primary focus on the flood modules.
- Supported FEMA's post-disaster as part of the national Hazard Mitigation Technical Assistance Program (HMTAP) contract, to leverage Tetra Tech's BCA expertise. Post Hurricane Harvey, in Texas, Tetra Tech had two of the eight Crew Lead positions, yet we are responsible for 45% of the total number of projects (72 projects totaling $1.2 billion in project costs), more than twice the workload of the other contractors (the other six Crew Leads are responsible for the remaining 86).
- **Tetra Tech is part of the Alliance for Resilience and Mitigation (ARM) joint venture, and Tetra Tech is providing technical assistance to FEMA through the HMTAP contract in FEMA Regions 5, 6, 7. Currently, our team is providing COVID HMGP grant application and BCA technical assistance reviews.** *Our work as part of the ARM joint venture is highlighted later in this section under notable project experience.*

Resilient Community Planning Program Support

Our team has been leading the industry in climate change, mitigation and resilience planning. For over 30 years, Tetra Tech has been at the leading edge of climate change analysis, from the conduct of scientific and policy assessments to performing services to develop and implement effective adaptation and mitigation solutions. We have worked at the regional, national, municipal, and local levels to develop site-specific analyses and strategic recommendations to improve the resiliency of communities and programs.

We developed first-generation climate change models, including the Global Carbon Cycling Model, and have supported flagship climate change pilot projects for several

Tetra Tech has supported clients with developing resilience and climate change adaptation plans including:

- Greater Muncy Area, PA; Resilience Plan (This effort saw Tetra Tech awarded FEMA's first ever national Excellence in Mitigation Innovation Award)
- Rebuild by Design; Living with the Bay Resilience Plan, New York
- New York State Housing Trust Fund Corporation; New York Rising Community Reconstruction Program
- North Carolina Office of Recovery and Resiliency: Regional Resilience Portfolio Program (Tetra Tech was awarded 4 of the 8 regions)
- County of Hawai'i: Climate Adaptation Plan

U.S. agencies, multilateral institutions, and national and state governments. Tetra Tech supports our clients in applying and streamlining the methodologies and implementing best practices from these projects. Tetra Tech has leveraged its tradition in engineering and environmental science to build a suite of tools and capabilities to help local and state jurisdictions address an uncertain future through climate change adaptation and resilience planning.

Tetra Tech is composed of an accomplished team of experts with demonstrated experience in vulnerability and risk assessments; mitigation and resilience planning; and adaptation planning. Our team provides the highest level of service in support of planning activities and financial management for implementation of projects that address future conditions that threaten the life safety and economy of citizens.

- ***Our team combines local knowledge with global climate expertise.*** We have assembled nationally recognized experts in their field to manage and serve as technical leads and advisors to contribute to this project.
- We bring lessons learned from decades of hazard mitigation and community planning ***to build and integrate climate adaptation options and increase the resiliency*** of critical infrastructure and communities.
- Our track record of successful public engagement to ***inspire ownership and implementation of focused community reconstruction and resiliency plans*** that supports a comprehensive and inclusive approach to this planning process.
- Tetra Tech has led or been engaged ***with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD)*** program to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the ***100 Resilient Cities Program***.

Our team not only provides the City access to experienced emergency management and hazard mitigation planners but also a cadre of resilience and climate adaptation planners and specialists who consider the whole community and develop actionable projects and plans to increase long-term resiliency.

Resilient and Adaptation Planning Framework



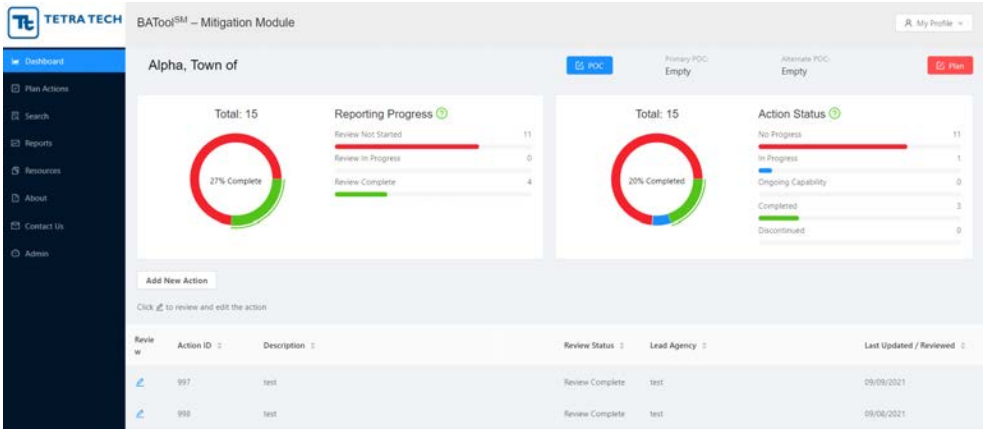
Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our proposed team has written grant applications and performed thousands of benefit cost analyses and has secured millions of dollars to implement projects within the following categories:

- Structural Elevation and Retrofit
- Acquisition/Relocation/Demolition
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Dam Spillway Improvement
- Bridge Hardening
- Levees and floodwalls
- Living Shoreline
- Seismic and Wind Retrofit
- Post-disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Back-up Power
- Wildfire Mitigation
- Harden Communication Systems

The *BATool*[SM] Program – Tetra Tech's Mitigation Plan Implementation Progress Tracker

To support annual plan reviews, Tetra Tech has developed an automated, online annual plan review program (*BATool*[SM] Program). Through this system, our clients log into the program from their desktops and update the progress of each mitigation action included in the plan using a set of simple, intuitive screens. The City can view the status of department-specific mitigation projects using the dashboards and query project status right from your desktops. Users can generate reports summarizing the input collected to submit progress reports, align with funding, and support regulatory reporting to FDEM for mitigation planning and for annual Community Rating System (CRS) Activity 510 progress reports.

Sample *BATool*[SM] Program Dashboard



Emergency Management Support Services

With dozens of in-house emergency management planners and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most demanding clients. While proud of the diversity, complexity, and effectiveness of our plans and projects, our team covets the strength of our long-term client relationships, which have resulted in **80% of our work coming from repeat business.** This remarkable statistic highlights our value and motivates us to outperform expectations and set the benchmark for excellence.

In addition to a long history of supporting the federal government, military, and private sector, Tetra Tech stands out as the largest provider in the nation of emergency management services to state and local clients. This footprint provides exposure to best practices and lessons learned from the largest metro areas and urban centers, translating into innovative plans and preparedness/mitigation activities tailored to our client's needs.

Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. Our team is experienced in developing all three tiers of CPG 101 plans:

- **Strategic Planning:** Describe how a jurisdiction wants to meet its emergency management or homeland security responsibilities over the long term. These plans are driven by policy from senior officials and establish program goals and objectives.
- **Operational Planning:** Provide a description of roles and responsibilities, tasks, integration, and actions required of a jurisdiction or its departments and agencies during emergencies.
- **Tactical Planning:** Break down bigger-picture goals and strategies into narrower, actionable tasks. Tactical plans are steps for implementing strategic and operational goals (for example, incident scenes or emergency operation center [EOC] standard operating procedures [SOPs] and checklists).



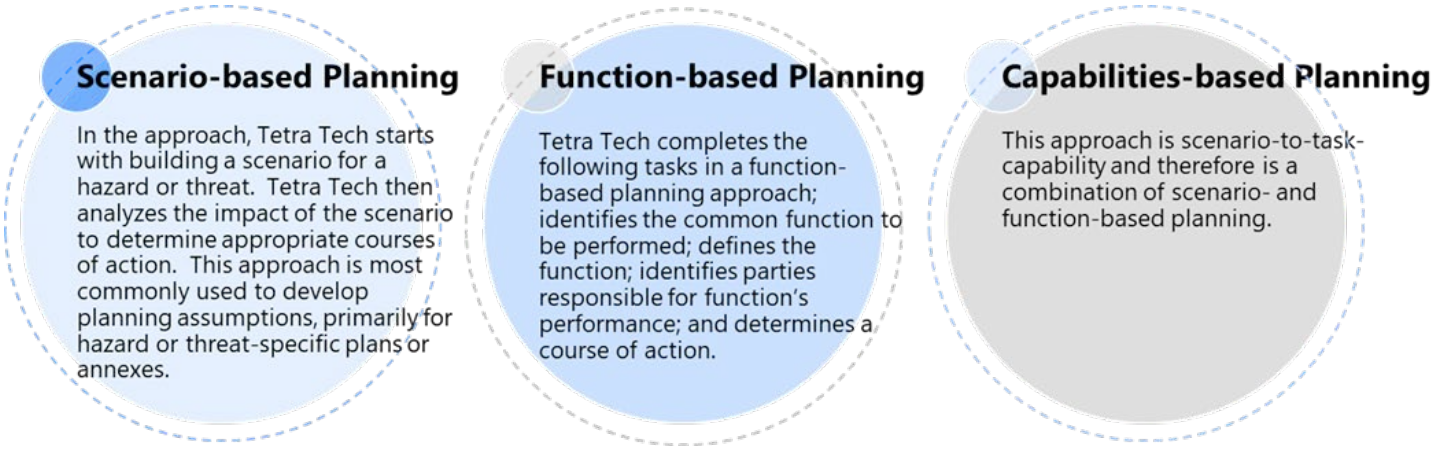
Graphic Source: CPG 101

In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- Commodity Points of Distribution (C-POD)
- Comprehensive Emergency Management
- Community Rating System (CRS)
- Continuity of Government
- Continuity of Operations
- Debris Management
- Departmental Emergency Response
- Emergency Operations Center
- Emergency Operations
- Emergency Support Functions
- Evacuation Plan
- Family Assistance and Reunification
- Hazard Mitigation
- Logistics and Resource Management Plans
- Mass Care/Surge Capacity
- Medical Dispensing
- Pre-Disaster Recovery
- Reception Processing
- Regional Catastrophic
- Resilience
- Sheltering
- Standard Operating Procedures
- Threat and Hazard Identification Risk Assessments
- Threat/Hazard-Specific Plan
- Volunteer Management

Tetra Tech's approach to preparedness plan development will be tailored to meet the needs of the project and the involved participants. In general, Tetra Tech follows the FEMA Comprehensive Preparedness Guide (CPG) 101 to develop plans, realizing that this guidance is not a rigid standard. Using the CPG 101 methodology, there are three tiers of planning: strategic planning, operational planning, and tactical planning. Tetra Tech has extensive experience using CPG 101 in developing, implementing, and evaluating the three tiers.

To develop comprehensive planning documents, Tetra Tech uses the following approaches, either individually or in combination:



Tetra Tech recognizes that certain types of planning projects may have additional relevant standards and guidance. The table below highlights select standards that Tetra Tech has used for developing specific types of emergency plans with other clients.

Standards and Planning Types

Standard/Method	Type of Plan(s)
FEMA CPG 101v3	Emergency Operations Plan (EOP) EOP Hazard Annexes EOP Emergency Support Function (ESF) Annexes Comprehensive Emergency Management Plans (CEMP) Standard Operating Procedures (SOPs) and Job Aids
CPG 201v3	Threat and Hazard Identification and Risk Assessment
FEMA Hazard Mitigation Planning Guides (386 series)	State, local, and tribal Hazard Mitigation Plans
FEMA Continuity Guidance 2018	State, local, and tribal continuity of operations (COOP)/continuity of government (COG) plans
Disaster Recovery Institute (DRII)	Business continuity plans (BCP)
NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program	Active shooter plans, training, and exercises plans
FEMA Pre-Disaster Planning Guide for Local/State Governments	Recovery Plans
FEMA P-785 Shelter Field Guide	Shelter Planning

Tetra Tech believes that a successful planning process should be clearly organized and include multiple opportunities for stakeholder input. The outcomes should be clear and understandable to a reader who was not involved in the development process. For all planning projects, Tetra Tech implements the CPG-101 Planning Process. This proven model outlined in the six steps below allows for greater stakeholder input and buy-in for the final product. Stakeholder involvement in the plan development process is key to the successful acceptance and implementation of any plan.

National Plan Development Process (NPDP) Model



Development of Preparedness Programs through an Equity Lens

As residents look to government to support their needs before and after a disaster occurs, the City must address the needs of the community and their most vulnerable and traditionally underserved populations in an equitable manner and view all mitigation, recovery, and emergency management plans, policies, and program through the lens of equity. We understand that disasters disproportionately affect underserved and historically marginalized communities, and as a society, we must actively work to ensure our entire communities are cared for and treated in an equitable manner with respect and sensitivity during times of crisis. The Tetra Tech team understands the critical importance of incorporating the needs of vulnerable and historically underserved populations into planning, training, and exercise programs so that their needs can be met before and after a disaster occurs. Tetra Tech is currently working with the State of Iowa to conduct a review of their plans, procedures, and programs to strengthen how it prepares for, responds to, and assists under-represented populations to recover from all types of disasters.

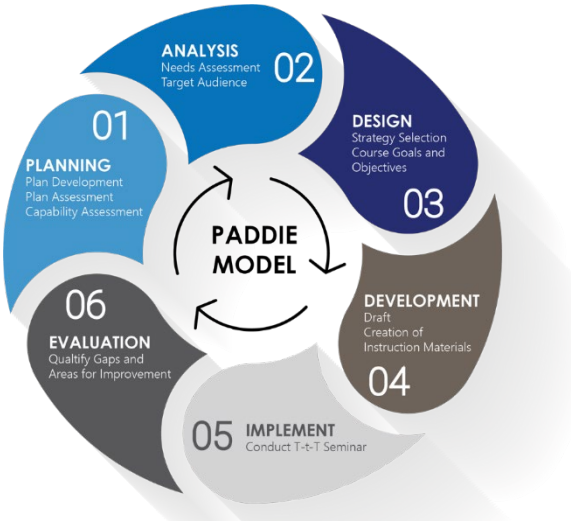
Tetra Tech's team has experience in conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas for planning, response, mitigation, and community outreach through the lens of equity. Through our robust stakeholder and community engagement process, we are committed to leveraging existing community partnerships and resources to fully engage the community and understand community ties, using a Whole Community approach to effectively prioritize highest-risk communities and vulnerable populations to increase community resilience. This helps to determine and set policy needs and identify key areas for inclusion in plans and response procedures.

We understand the importance of whole community involvement in program development, including the vulnerable and historically underserved. By involving tribal nations, black, indigenous, and people of color, immigrants, refugees, economically challenged, people experiencing homelessness, and DAFN stakeholders (who directly depend on the City's response and recovery support) in the planning process, Tetra Tech will support the comprehensive diversity and inclusion the City seeks in the modern era of emergency management. Tetra Tech will host forums and outreach activities to meet people where they are. Additional virtual sessions will be available for those individuals with connectivity who do not want to gather during the ongoing COVID-19 pandemic. The Tetra Tech team completed review of policies and procedures and prepared recommendations through the lens of equity for some high-profile agencies, including the **DC Metropolitan Police Department, University of Maryland School of Public Policy, United States Department of Labor, District of Columbia Government Cities of Service Task Force.**

Development of Curricula on Plan Development

A plan is only successful if the responsible parties are aware of what is included, how to successfully implement it, and what their expected roles are when the plan is activated. Plans are most successfully implemented when personnel are regularly trained on the plan's contents and understand how it applies to them directly. Our team of skilled trainers develop and facilitate curricula on how to develop plans, how to successfully activate and implement them, and how to assess their effectiveness following an activation.

We understand the importance of developing engaging training curricula that address topics in a way that the learner is able to grasp key concepts while also understanding what is expected of them during a disaster or emergency. We are currently working with the Northern Virginia Emergency Response System (NVERS) to develop a two-day training course on how to develop a family assistance plan at the jurisdictional and City levels. We have assisted other clients, including Amtrak, with developing computer-based training (CBT) modules that teach users how to successfully implement field operations guides and activate following a train derailment. Our team of skilled trainers are adept at creating curricula and training aids for in-person or virtual delivery and CBTs.



Our course developers include trainers certified or qualified through the FEMA Emergency Management Institute (EMI), U.S. EPA, various fire services, and U.S. military branches. Tetra Tech uses a streamlined version of the Systems Approach to Training (SAT) to develop customized training courses. This approach incorporates the steps of the PADDIE model of instructional design (Planning, Analysis, Design, Development, Implementation, and Evaluation). This process allows for a dynamic, flexible guideline for building effective adult learning training modules.

For each training, Tetra Tech will work with the City to consider the course topic, course objectives, enabling learning objectives, and target audience in order to propose the best, most effective approach, or format for course delivery (classroom, online, blended, video, or other). The overall course development process, regardless of delivery format, involves concurrent and overlapping activities within the "Analysis and Design" and "Design and Implement" phases. Tetra Tech uses periodic course reviews to obtain feedback from the course planning team and to address technical and presentation considerations. Content validation occurs at each step to check that the course is designed and conceptualized accurately, whether the product is video-based, online, or classroom training. Our training curricula development will include the creation of multi-media presentations, instructor guides, student guides, tests, and feedback forms for in-person or virtually facilitated training offerings and knowledge checks and reviews for CBT offerings. These materials will be skillfully designed by our team of training professionals and include interactive opportunities where available.

In addition to developing the tools to support the training facilitation, Tetra Tech understands the importance of developing support tools such as job aids or planning templates that can be used after the training is delivered. Examples include:

- Checklists that illustrate important actions that must be taken during each phase of plan implementation
- Job action sheets which can be used during EOC activations providing guidance on the EOC's battle rhythm and when deliverables are due
- Plan templates and user guides that assist with developing a plan and outline important guidance and consideration points
- Flyers that can be used to get stakeholders engaged in planning process

For each training offering, we will work with the City to identify the most appropriate training support tools that can be developed to not only support the participant's understanding during the training but also encourage them to implement what they have learned.

Exercise Design, Execution and Evaluations

Tetra Tech's experience with HSEEP is extensive and ranges from local-level drills to national-level, multi-day full-scale exercises with dozens of stakeholders and thousands of participants. This includes developing HSEEP-consistent exercises for dozens of metropolitan regions across the U.S. As a result, Tetra Tech has often been tasked with managing our clients' ongoing multi-year exercise programs, including FEMA's National Exercise Program (NEP), EPA's Emergency

Response Training Program for first responders, New York State Radiological Preparedness Program (REPP), Amtrak, and exercise programs in the cities of Philadelphia, Chicago, Orlando, Los Angeles, Atlanta, and Houston.

Tetra Tech understands how to utilize the HSEEP process to drive objective oriented outcomes while still providing flexibility to evolving client needs. Tetra Tech is well-versed in coordinating multiple, simultaneous planning efforts and complex exercises. We develop progressive exercise series to validate capabilities in the areas of energy assurance, transportation, cyber security, public health, hazardous materials response, natural hazards, terrorism, and recovery.



Through our current and past work for local, state, and federal agencies, Tetra Tech has developed a nationwide group of exercise design specialists and facilitators who work together to provide expertise to our clients. Tetra Tech project team members have long histories of demonstrated proficiency in the HSEEP process, and many are trained HSEEP instructors. Tetra Tech has numerous FEMA Master Exercise Practitioners (MEP), the highest HSEEP designation. As a result, Tetra Tech can provide the most capable HSEEP exercise development experts available. Our clients can attest to our ability to navigate the HSEEP process in such a manner to meet each standard, which minimizes the level of complexity for them and their stakeholders.

Our team of HSEEP-trained professionals will be available to provide facilitation, control, and evaluation support for the City. Prior to exercise conduct, our staff will be available to:

- Develop materials and support the facilitation of exercise planning meetings
- Develop HSEEP-consistent exercise documentation
- Exercise preparation: meeting presentations, sign-in sheets, agendas, meeting minutes
- Exercise conduct: Exercise Plan (ExPlan), Situation Manual (SitMan), Master Scenario Events List (MSEL), sign-in sheets, Safety Briefing presentation, Actor Briefing presentation, Controller/Evaluator Training presentation
- Exercise Evaluation: Exercise Evaluation Guides (EEGs), Participant Feedback Form/Survey, AAR/IP

What do our clients say?

"They impressed us right from the start, plugging in immediately to drive the project schedule and deliver the right information and resources to the right place at the right time.

The positive energy and 'can do' attitude of the Tetra Tech team allowed us to meet our deadlines and to meet the expectations of demanding stakeholders all across our dynamic healthcare enterprise. The support we received from Tetra Tech was critically important to the success of this important endeavor."

Kelly R McKinney
Director - NYU Langone Health

Tetra Tech's staff members will be able to serve as facilitators, controllers, and simulation cell (SIMCELL) members for exercises. Using the EEGs, staff will record actions from play and document observations, lessons learned, and best practices throughout the exercise for discussion in the hotwash and inclusion in the AAR. We will lead and manage the hotwash process in order to collect feedback from participants immediately after the exercise to get their initial thoughts and provide them with the opportunity to provide additional feedback via a paper Participant Feedback Form or online feedback survey. Throughout the COVID-19 pandemic, we have had immense success with using surveys to collect participant feedback for both exercise and real-world after action review processes.

We can also support the City through facilitating and/or supporting the AAM by consolidating evaluations into an AAR/IP and presenting this to both participants and agency leadership. Our team has extensive experience with identifying not only best practices but also capability gaps and assigning corrective actions to address and close them.

Disaster Recovery Related Support Services

As an industry leader, Tetra Tech provides complete, turnkey construction services for facilities, pipelines, infrastructure, and energy projects around the world. Tetra Tech offers comprehensive program management, combining our engineering, project management, and project controls expertise to ensure that our clients' infrastructure projects are implemented successfully. Our team builds on this experience by utilizing subject matter experts to support the oversight of construction projects in the FEMA and HUD recovery regulatory frameworks.

With the adjustment of the FEMA's Small Project Threshold to one million dollars, it is more important than ever to capture all damages, provide detailed scopes of work, and include all reasonable costs for projects.

Tetra Tech has played a vital role in providing cost estimating support to validate Work Completed or estimate to Work to be Completed scope for disaster projects. With agreed upon damage quantities, Tetra Tech's cost estimators utilize *RecoveryTrac*™ to generate and validate scope of work and cost estimates by integrating cost data from RS Means for construction projects. Our estimation work has been used to validate and adjust FEMA's prepared Cost Estimating Format to insure maximum funding for Applicants. In many instances our team had shown eligible cost increases of over 20% compared to FEMA developed cost estimates.

Our proprietary software was utilized to digitally collect eligible disaster related damages for over 10,000 damaged sites from Hurricane Maria in Puerto Rico. This data was reviewed for programmatic compliance and made available to FEMA for inclusion into Grants Portal Project Worksheets complying with FEMA's required import formats. Tetra Tech has also utilized *RecoveryTrac*™ to survey over 30,000 private property parcels damaged by disasters before, during, and after the removal of debris for 65 clients over 34 declared disasters.

From the recipient perspective, our team has completed cost estimation verification reviews for over 400 projects from 12 disasters in Louisiana and thousands of reviews in Puerto Rico for Hurricane Maria. From a sub-recipient perspective, we have supported our clients with the creation of hundreds of detailed estimates for communities such as the City of Houston and Harris County, TX following Hurricane Harvey, and Richland County, SC after the 2015 Flood.

Tetra Tech's vast engineering experience has provided a solid foundation for participating in design development meetings. We bring highly experienced engineers and designers to the discussion to cover all types of projects. As examples have participated in post-disaster recovery design and scoping meetings for the electrical grid repair and replacement in Puerto Rico following Hurricane Maria, the construction of Hurricane Safe Room for Beaufort County, South Carolina, flood mitigation consultation for the City of Houston, Texas downtown building complexes, design consultation for the full replacement of bridges in Richland County, South Carolina, and programmatic requirements for the elevation of 121 private residences in Galveston County, Texas.

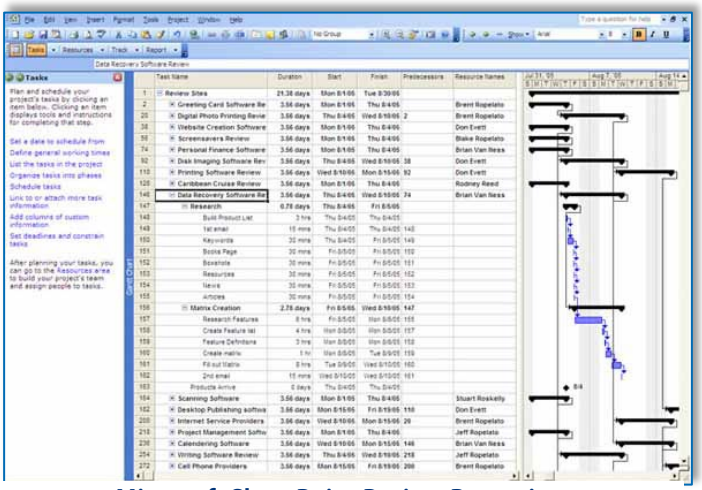
Tetra Tech's managers and engineers have completed numerous critical infrastructure projects for wastewater treatment plants, water and sewer infrastructure, road improvements, drainage, and coastal restoration projects for municipalities and private clients. A paramount responsibility of this work involves reviewing progress design documents for conformance to the budgeted scope of work. In the disaster recovery space, our engineers and project managers are currently supporting the CDBG-DR Department of Housing Program in Puerto Rico for the Hurricane Maria (4339DR-PR) recovery programs working with 27 municipalities located on the west side of Puerto Rico. Our managers and engineers are providing support in reviewing Architect/Engineer (A/E) design documents and plans, providing comments and technical assistance, working with Applicants to determine if amendments are required, reviewing consultant construction timeline estimates, and validating the scope of work complies with Federal and local requirements to maintain eligibility and stay within the approved budget.

Management of Construction Phase

To the extent necessary, Tetra Tech will assist the City with construction management activities to efficiently and effectively manage project implementation. Tetra Tech's primary objective is to ensure that the City has the necessary tools and plans required to implement the FEMA PA Grant Program funds it has been awarded. To achieve this objective, Tetra Tech will provide technical oversight and assistance to the City with the development of the following program management documents:

- Operational plan
- Cash flow/budget plan
- Information management plan
- Quality control plan
- Communications plan

In addition, Tetra Tech will gather data regarding the City's project progress to populate the Microsoft SharePoint/Project application that will be used to track, manage, and document statewide project progress and budget. Tetra Tech has found that using Microsoft SharePoint and Project to manage large-scale, multi-phased projects provides transparency in project progress, a means for identifying system bottlenecks, and an efficient method for managing budgets and implementing cost controls.



Microsoft SharePoint Project Reporting

Bidding and Award

In accordance with OMB Super Circular 2CFR200, Tetra Tech will provide bidding documents, drawings, and specifications in the appropriate electronic format for use by the City. During the bidding process, the project team can support the City by attending the pre-bid conference and respond in writing to all bidders' questions in appropriate addenda to the City. Once the bids are received, the project team can tabulate the bids, review the bidders' qualifications, and recommend award of the contract, in writing, to the City. Prior to the construction phase, a reproducible conformed set of engineering drawings and specifications will be prepared for use during construction.

Construction Services

Upon award of any construction contract, Tetra Tech will attend a pre-construction conference with the selected contractor, subcontractors, and the City. Subsequently, Tetra Tech will attend progress meetings, perform site inspections, and provide interpretation or clarification of the design documents when requested, respond to requests for additional information (RFIs), and prepare change orders required for minor modifications. In addition, Tetra Tech will review shop drawings, pay requests, and other submittals for general conformance with the specifications and drawings and conduct substantial and final completion inspections to determine if the work has been completed in conformance with the contract documents. At completion, Tetra Tech will prepare and submit certificates to the appropriate regulatory agencies. Upon completion of all work, the project team will prepare record drawings from the contractor's survey and markups in both reproducible and electronic formats for the City's use.

Field Inspection Services

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, ***our team has spent years researching and developing our RecoveryTrac™ system*** is the result of these efforts. The *RecoveryTrac*™ suite is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project, including Site Inspection, Interim Project Reports, and Final Inspection Reports.

Due to the complexity and heavy expense of conducting site visits, one of the *RecoveryTrac*™ system's innovative applications has been configured to allow for all site inspection data to be electronically captured and submitted to a cloud-based storage system and delivers a document that is electronically formatted to be prepared to immediately be imported into FEMA's Grant's Manager System.

Interim Construction Inspections

As part of construction management, we will verify that projects are being completed and ensure funding is appropriately aligned with scopes of work. As such, Tetra Tech will conduct interim project inspections on behalf of the City in conjunction with the State of Alabama, FEMA, and other regulatory representatives. Information gathered during

interim project inspections will be incorporated into the project file for review during future audits. Information gathered during inspections may include the following:

- Photographs
- GPS coordinates
- Health and safety reports
- Confirmation of the scope and quantity of work that exists on the individual site based on project scoping information contained in engineering document(s)
- A site survey, including a diagram of the parcel and the approximate location of work being completed

Tetra Tech will accommodate requests made by FEMA and/or the State of Alabama to develop documentation necessary for releasing progress payments based on interim inspections.

Inspections Powered by Matterport

Our approach is supported and enhanced with technologies specifically designed for damage assessments. Tetra Tech proposes Matterport as an integral part of our solution for the City. Matterport is a powerful 3D platform that transforms spaces into digital footprints for analysis, recordkeeping, and compliance monitoring. Tetra Tech will utilize Matterport for 3D asset leveraging, including live interactive digital scans of existing spaces to capture site footprints at the time of the inspection. The inspections will be identified by geographic location or by facility type to ensure that the right team is deployed at the right time. At the site inspection, our *RecoveryTrac*™ platform will tag each location, obtain site specific photographs.



The Matterport system will:

- **Reduces time on-site** – drives field quality and efficiency through automation
- **Reducing need for travel costs** -Allows cost estimate of repairs to be performed remotely
- **Increases productivity** of field inspectors and cost estimators
- **Produces high quality visual data** - can be used for quality control reviews

Dollhouse View and In-Person Viewer





Proposed Costs

Tetra Tech is prepared to assist the City with all components of the scope of work. The table below provides Tetra Tech's hourly rates which are fully burdened to include all cost (overhead, profit, and non-labor expenses).

Hourly Rate Schedule

Category	Hourly Rate
Administrative Specialist I	$48.00
Administrative Specialist II	$57.60
Research Assistant	$61.20
Proposal Coordinator	$63.60
Comm. Technician	$68.40
Help Desk Operator	$74.40
Administrative Specialist III	$76.80
Research Assistant II	$79.20
Service Center/Logistics Specialist	$81.60
Analytical Aide	$90.00
Planning Aide	$96.00
Project Control Specialist	$99.60
Oracle Database Administrator	$102.00
Consulting Aide	$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$120.00
System Administrator	$126.00
Law Enforcement Subject Matter Expert/Trainer	$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$132.00
Public Assistance/Grant Management Consultant	$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$162.00
Senior Public Assistance/Grant Management Consultant	$162.00
Senior Oracle DBA	$165.60
Supervising Public Assistance Consultant	$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$180.00
Program Manager	$189.60
Senior Program Manager	$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$234.00
Subject Matter Expert	$270.00
FEMA Appeals Legal Specialist	$292.80
Senior FEMA Appeals Legal Specialist	$420.00
Principal FEMA Appeals Legal Specialist	$510.00

In the event a rate increase adjustment is agreed to by the City, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate; (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the City shall be invoiced at cost without mark-up. All other direct project expenses will be billed at costs without mark-up.

Additional Information

Tetra Tech is requesting that all indemnification clauses be limited only to acts and/or omissions caused by Contractor's negligent performance. To the extent such request does not meet the City's requirements, Tetra Tech is confident in the ability of the parties to negotiate a mutually agreeable contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American International Group UK Ltd	AA1120187
INSURER B:	Zurich American Ins Co	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570102134963 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		GL0181740605	10/01/2023	10/01/2024	EACH OCCURRENCE	$500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X X, C, U Coverage						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$300,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY			BAP 1857085 05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$500,000
	X 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	X UMBRELLA LIAB X OCCUR			62785232	10/01/2023	10/01/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $100,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC254061605 AOS	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC185708705 WI	10/01/2023	10/01/2024	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)
The City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. Stop Gap Coverage for the following States: OH, ND, WA, WY.

CERTIFICATE HOLDER
The City of Mobile, AL
205 Government Street
Mobile AL 36633 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier : 309
Certificate No : 570102134963

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POLICY NUMBER: WC 2540616-05

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 1817406-05	Effective Date: 10/01/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-05	10/01/2023	10/01/2024		75272000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Evaluation RFP 538 Disaster Management Consulting

Score Totals City of Mobile RFP 5838 Disaster Consulting Services	**Total**	**Average**	**POC**
DB Marlin Adjusting Solutions	245.00	40.83	**Linetta Bell, Owner hr@dbmasglobal.com**
DCMC Partners LLC	438.00	73.00	**Barry Scanlon, President bids@dcmcpartners.com**
Disaster Program & Operations, Inc.	382.00	63.67	**Gabrielle Benigni, President Gbenigni@dpando.com**
Forvis	334.00	55.67	**Julie Murdock, Managing Director julie.murdock@forvis.com**
Goodwyn Mills Cawood	449.00	74.83	**Robert Ramsey, executive Vice President, Disaster Recovery robert.ramsey@gmcnetwork.com**
Hagerty Consulting Inc	436.00	72.67	**Katie Freeman, Director of Operations katie.freeman@hagertyconsulting.com**
Innovative Emergency Management Inc	444.00	74.00	**Keith Reynolds, Manager, Contract Administration Contracts@IEM.com**
Royal Engineers and Consultants LLC	433.00	72.17	**John McNeil, Area Business Manager MMcNeil@Royalengineering.net**
Tetra Tech	501.00	83.50	**Jonathan Burgiel, Business Unit President TDR.Contracts@tetratech.com**

Evaluation RFP 538 Disaster Management Consulting

Score Totals City of Mobile RFP 5838 Disaster Consulting Services	**Total**	**Average**	**POC**
Thomas Howell Ferguson PA	381.00	63.50	**Ben A. Stevens III, Shareholder, Government Consulting Services sstevens@thf-cpa.com**
Thompson Consulting Services, Inc	435.00	72.50	**Jon Hoyle, President jhoyle@thompsoncs.net**
Witt O'Briens	481.00	80.17	**Cheryl Joiner, Director of Contracts and Compliance contractrequests@wittobriens.com**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Resolution to appoint Robert Lasky as the Executive Director of Public Safety

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Rejected	10/19/2023 - 12:30 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:58 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of Robert Lasky, as Executive Director of Public Safety is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To appoint Johnny Morris as Chief of the Mobile Fire and Rescue Department

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	10/19/2023 - 12:27 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:27 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor William S. Stimpson of Johnny Morris as Chief of Mobile Fire and Rescue Department is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to approve and confirm the appointment of Luckett Robinson to the Mobile Airport Authority

Amount of Contract:
n/a

Effective Date of Contract:
10/31/2023

Funding Source

Project # Resolution for Appointment to MAA **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Appointment to MAA	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 12:14 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:21 PM
Mayors			10/19/2023 -

Office	Montgomery, Brandi	Approved	2:48 PM

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's appointment of Luckett Robinson to fill the unexpired term of James Fowler on the Mobile Airport Authority which expires March 25, 2024, pursuant to Section 11-44C-21(5) of the *Alabama Code*, is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to approve and confirm the appointment of Sidney King to the Mobile Housing Authority

Amount of Contract:
n/a

Effective Date of Contract:
10/31/2023

Funding Source

Project # Resolution for Appointment to MHA **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Appointment to MHA	Resolution Letter	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/19/2023 - 12:18 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:21 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:48 PM

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's appointment of Sidney King to the Mobile Housing Authority, for a term effective October ___, 2023 through October ___, 2028, is hereby approved and confirmed.

ADOPTED:

_____

CITY CLERK

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

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 26 Ford F150 police package pickup trucks for MPD. Replaces Resolution 08-1018-2023 approved 19Sep2023 order for 32 Tahoe
PPVs for MPD. Fleet Capital.

Amount of Contract:

$1,262,846.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231018 Stivers Agenda Package POs	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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, and to cancel a previous order authorized by Resolution 08-1016-2023 that this order replaces, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
782	2024	(F7000) MOTOR POOL	26 FORD F150 POLICE PACKAGE PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$1,262,846.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 26 TRUCKS WHITE IN COLOR PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340. 00 EACH. TO INCLUDE 18B PLATFORM RUNNING BOARDS AT $255.00 PER UNIT YTO INCLIDE 59E DRIVER LED SPOTLIGHT AT $405.00 PER UNIT. PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 Additional Description Notes --- FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 26 OF THE TRUCKS WHITE IN COLOR. REQUESTED BY POLICE DEPT.	26.00 EACH	48571.00000	1262846.00

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1262846.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1262846.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	1262846.00	438710.93

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1262846.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00000782-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/23	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/17/23	CHARLES SUMRALL			
	Approved	10/17/23	SHONNDA SMITH			
	Approved	10/17/23	JAMES DELAPP		Auto approved by: 910518244	
	Approved	10/17/23	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/17/23	CASI CALLAWAY		Auto approved by: 910518244	
	Approved	10/18/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/18/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/18/23	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/18/23	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/18/23	JOHN PAINE			
	Approved	10/18/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2024

Documents

- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_ Stivers LE.pdf
- Updated_Ford_L_E-_T191L_All_T___C-__5-23-22 (3).pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated Ford L E Lines T191L 5-23-22.pdf
- Master_Agreement_V2.pdf

Items

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	38,320.00	Each
Ford F150 Police Responder	220000003121-2	39,429.00	Each
Ford Expedition SSV	220000003121-4	48,445.00	Each
Ford Expedition Max SSV	220000003121-5	51,359.00	Each
Ford Transit PTV	220000003121-6	42,090.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

Print Close

08-1018 **2023**

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
14532	2023	(F7000) MOTOR POOL	32 CHEVROLET TAHOE PPV SUVS FOR MPD (NEGOTIATED PRICE QUOTE; NO BIDS RECEIVED SEALED BID 5840 – AL CODE 41-16-50(B)(4))	$1,600,000.00	(293039) DONOHOO CHEVROLET LLC

Adopted: SEP 19 2023

Lawn Tafenbach-Gaston

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order amendment to Stivers Ford Lincoln Inc for 49 Ford F150 Responder Supercrew 4x4 police package pickup trucks for MPD. Change from 2023 to 2024 model year & add light, running bds, to increase unit price by $8,118.00, and PO by $397,782.00.
Fleet Capital.

Amount of Contract:

New PO total $2,379,979.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231012 Amend Stivers Agenda Package POs	Cover Memo	10/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/13/2023 - 10:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Purchase Order	Dept	Description	Change Amount	PO Total After Change	Vendor
23014087	(F7000) MOTOR POOL	49 FORD F150 RESPONDER SUPERCREW 4X4 POLICE PACKAGE PICKUP TRUCKS FOR MPD- CHANGE FROM 2023 TO 2024 MODEL YEAR, ADD LIGHT/ RUNNING BOARD ACCESSORIES TO INCREASE UNIT PRICE BY $8,118.00 EACH (AL STATE CONTRACT)	$397,782.00	$2,379,979.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014087-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD
MONTGOMERY, AL 36116

SHIP TO
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
334-613-5000	334-613-5018	JOHN PAINE	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/19/2023	292393			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	FORD F150 RESPONDER 4X4 SUPERCREW P/U T-191				
1	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR	49.0	EACH	$48,571.00	$2,379,979.00
	PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340.00 EACH.				
	TO INCLUDE 18B PLATFORM RUNNING BOARDS AT $ 255.00 PER UNIT				
	TO INCLUDE 59E DRIVER LED SPOTLIGHT AT $ 405.00 PER UNIT				
	PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL				
	AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR				

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$2,379,979.00**

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014087-00

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD
MONTGOMERY, AL 36116

SHIP TO
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
334-613-5000	334-613-5018	JOHN PAINE	TRAVESIA AGEE - MOTOR POOL

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/19/2023	292393			MOTOR POOL

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	FORD F150 RESPONDER 4X4 SUPERCREW P/U T-191				
1	FORD F150 RESPONDER SUPERCREW 4X4 PICKUP TRUCK AS SPECIFIED: 3.5L ECOBOOST ENGINE, ELECTRONIC 10 SPEED AUTOMATIC TRANSMISSION, E-LOCKING 3.31 AXLE, SILVER SIX-SPOKE ALUMINUM WHEELS, REMOTE KEYLESS-ENTRY KEY FOB, POLICE GRADE HEAVY DUTY CLOTH, 8 WAY POWER DRIVER SEAT, 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR	49.0	EACH	$40,453.00	$1,982,197.00
	PRICE INCLUDES 2 ADDITIONAL REMOTE KEY FOBS AT $340.00 EACH.				
	PRICE INCLUDES DELIVERY TO THE CITY OF MOBILE FROM STIVERS IN MONTGOMERY ALABAMA 177 MILES AT $2.00 PER MILE FOR TOTAL OFF $ 344.00 TOTAL				
	AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003121-2 17 OF THE TRUCKS BLACK IN COLOR, 32 OF THE TRUCKS WHITE IN COLOR				

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$1,982,197.00**

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for one John Deere 6110M tractor with 60in cutting head on 25ft boom for Public Services Maintenance.
Captial Equipment

Amount of Contract:

$194,400.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231018 Sunsouth Agenda Package POs	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
331	2024	(F7000) MOTOR POOL	JOHN DEERE 6110M TRACTOR WITH MOWING BOOM FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5765)	$194,400.00	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: SEAN CLARK
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/05/23	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROVIDE 2023 OR NEWER JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWEWR WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY TROTARY CUTTER / MOWER HEAD. AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1, 2023	1.00 EACH	194400.00000	194400.00

Additional Description Notes

2023 OR NEWER JOHN DEERE 6110M TRACTOR. REQUESTED BY PSM DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0154 .CAPEQUIPMT. . 194400.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 194400.00

Bill To	Requisition 00000331-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: SEAN CLARK
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/05/23	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT. .	194400.00	1560436.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	194400.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/16/23	SHONNDA SMITH	
Approved	10/16/23	JAMES DELAPP	Auto approved by: 910518244
Approved	10/16/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/16/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	10/16/23	BRENDA RHODES	
Approved	10/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/16/23	RELYA MALLORY	Auto approved by: 910511034
Approved	10/18/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/18/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/18/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/18/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/18/23	JOHN PAINE	
Approved	10/18/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
$200,531.30	$194,400.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, FEBRUARY 3, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

APPX
1-2

TRACTOR WITH SIDE MOUNT 60" SLOPE/DITCH MOWER

2022 or newer tractor with side mounted 60" slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25' boom mower with 60" severe duty rotary cutter/mower as per the following and attached specifications.

No substitute on tractor or boom mower brands or models.

Make_____ Model_____

Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60" severe duty rotary cutter/mower.

No substitution on tractor or mower.

Quote delivered pricing FOB Mobile.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OR NONE 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.

TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS
MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Jennifer Greene, Director Program and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Change Order No. 1 executes a change to the contract between the City of Mobile and Blue Diving and Salvage, LLC for the Three Mile Creek Dredging Project, COM Project No. 2020-2045-06. Ephemeral vegetation appears on historic aerial photography periodically over the last 20 years outside of the originally delineated project site, closing in an additional section of the channel and reducing flow. Its appearance may be related to higher air and water temperatures, as well as periods of low rainfall. These conditions, as experienced in 2023, reduce water flow, causes additional plant and woody material growth and traps excessive sediment trapping. Constructors and engineers have documented that this ephemeral mass has re-appeared this summer just outside our project area, and have recommended removing it to fully open the historic Three Mile Creek extents and meet the primary goal of this project.

This project is completed funded through the NFWF Gulf Environmental Benefit Fund Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II grant received in 2019 (amended in 2021). Funding remaining in the original project budget completely covers this additional work. NFWF project managers and scientists have reviewed this additional work, and they fully support this change order. Removing this additional material during the current construction phase would be advantageous for completion of the full opening of the creek area and delaying future maintenance dredging efforts, especially because the construction contractor is already on-site and the mobilization and demobilization costs could range from $150,000 to $250,000 (based on received bids for this project). See attached engineer's recommendation. The original contract amount of $1,190,045.00 would increase by an amount not to exceed $591,926.34 (up to an additional 16,315.5 cubic yards of material removal and disposal) to remove additional sediment accretion to north of the

original dredging area for a new contract sum not to exceed $1,781,971.34. See attachment A for revision of the bid item. The original contract time of 215 calendar days will remain the same.

Amount of Contract:

$1,190,045.00

Effective Date of Contract:

10/24/2023

Funding Source

Project # Three Mile Creek Dredging Project 2020-2045-06 **Discretionary Funds** N/A

Project String G-NFWFII **Contract Number:**295389

Budget Amendment **REDUCE** N/A **INCREASE** $591,926.34

Grant Funds $591,926.34 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter, Change Order and Justification	Backup Material	10/18/2023
Engineer of Record Justification Letter	Backup Material	10/18/2023
Original Resolution	Backup Material	10/18/2023
Contract	Backup Material	10/18/2023
resolution	Cover Memo	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	10/18/2023 - 5:25 PM
Accounting	Threadgill, Randy	Approved	10/19/2023 - 8:20 AM
Legal	Kern, Chris	Approved	10/19/2023 - 12:49 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:44 PM

moffatt & nichol

11 North Water Street, Suite 20220
Mobile, Alabama 36602

(251) 378-9000
www.moffattnichol.com

October 16, 2023

City of Mobile - Public Works Department
205 Government Street, 3rd Floor
Mobile, Alabama 36602

Subject: **Three Mile Creek Dredging Project (2020-2045-06) - Justification Letter for Change Order 01**

To Whom this May Concern:

The purpose of this letter is to request the approval of Change Order No. 1, which would execute a change to the contract between the City of Mobile and Blue Diving and Salvage, LLC for the Three Mile Creek Dredging Project, COM Project No. 2020-2045-06. The change order is requested to increase dredging and material disposal quantities to ensure the primary goal of the project is achieved, which is to restore the ecological and recreational function of the historic Three Mile Creek system by restoring its flow.

The NFWF Gulf Environmental Benefit Fund Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II grant funding received in 2019 (amended in 2021 and expiring at the end of 2023) and appropriated for this project is sufficient to complete this additional work proposed in this change order within the original budget. The additional work included under this change order request may be less than – but would not exceed – the $591,926.34 amount.

From the start of the project, access channel dredging within the USACE Bypass Channel required additional material removal (approximately 4,000 CY) over what was assumed during the design phase for the contractor to reach the dredging area (historic Three Mile Creek extents). This was due to the dynamic sediment transport behavior of the USACE Bypass Channel, which drains a large watershed within the Mobile region.

Additionally, ephemeral vegetation appears on historic aerial photography periodically over the last 20 years outside of the originally scoped project site, closing in an additional section downstream of the dredging area. Its appearance may be related to higher air and water temperatures, as well as periods of low rainfall. These conditions, as experienced in 2023, reduce water flow, causes additional plant and woody material growth and traps excessive sediment trapping. The engineer of record and his construction observer have documented in the field during construction that this ephemeral mass has re-appeared this summer, and have recommended removing it to meet the goals of opening the historic Three Mile Creek extents and meet the primary goal of this project.

As the engineer of record for this project, Moffatt & Nichol strongly recommends executing this additional dredging work under a change order associated with the current contract, rather than bidding out the additional work, for the following reasons:

- The NFWF grant funding requirements state that all construction work shall be complete by the end of 2023.
- The high costs of mobilization and demobilization for specialized marine construction and dredging projects, which for this project could range from $150,000 to $250,000. These costs

could increase over time as a result of future market force impacts caused by inflation, fuel price increases, or other factors.

- Minimizing Operation and Maintenance (O&M) funds to sustain the function of this waterbody, which will be the responsibility of the local sponsor (City of Mobile) after construction is completed.
    - Note that from 2008 to 2020, the calculated required excavation volume to restore the ecological and recreational function within Three Mile Creek increased from 7,900 cubic yards (USACE, 2008) to 21,200 yards (Moffatt & Nichol, 2020), which is an average annual accretion rate of approximately 1,100 cubic yards per year.
- The contract was originally bid based on unit prices per cubic yard. The prices are reasonable, fair, and equitable.

We look forward to continued communication on this important project. Please call me with any questions at 225-610-1933, or email me at gsongy@moffattnichol.com.

Sincerely,

Gerald Songy, PE
Engineer of Record
Moffatt & Nichol

cc: Jenn Greene (City of Mobile), Cody Reed (City of Mobile), Meg Goecker (Moffatt & Nichol)

2023

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:	Blue Diving & Salvage, LLC
Project Name:	Mobile Bay Shore Habitat Acquisition and Restoration – Phase II NFWF Task 7 - Implementation Activities Three Mile Creek Dredging Project No. 2020-2045-06
Cost:	$1,190,045.00

Adopted: MAY 30 2023

City Clerk

PROJECT MANUAL

FOR

NFWF GEBF

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II

NFWF TASK 7 - IMPLEMENTATION ACTIVITIES THREE MILE CREEK DREDGING

PROJECT NO. 2020-2045-06

BID PERIOD END DATE: MARCH 15, 2023



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CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical and Soil Testing Reports ..... Attachment F

Project Addendums ..... Attachment G

USACE and ADEM Permits ..... Attachment H

Design Survey Data and Plot ..... Attachment I

ITEM I
INVITATION TO BID

Notice to Contractors:
Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza.

Project No: **2020-2045-06**
Project: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**

Project Description: **ENVIRONMENTAL RESTORATION**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and disposal of approximately 21,202 CY of sediment from within the historic Three Mile Creek alignment to restore flow. Creation of a creek geometry as designed and annotated in the design drawings (awarded contractor may use mechanical or hydraulic dredging methods to perform the work).

Plans and contract documents may be inspected and obtained from the office of Moffatt & Nichol, Inc. (Address: 11 N Water Street, Suite 20220, Mobile, AL 36602; Phone: 225-610-1933 (or other local Moffatt & Nichol offices upon request)) upon payment of one-hundred dollars **($100.00 per set)**. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts. No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on, March 3rd, 2023.

A Mandatory Pre-Bid Conference will be held at Department of Program and Project Management, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Tuesday, February 28th, 2023 at 01:00 PM. Contractor representatives may attend in-person or virtually. Virtual attendance will count for bid eligibility using the following Zoom link:
https://moffattnichol.zoom.us/j/82716850361?pwd=NEExN1hTaUhVOUc3N3lEWjVpYWkrdz09&from=addon

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. 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 of Mobile, 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 of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City of Mobile 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.

A time charge equal to Two Hundred Fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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 to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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. Bidders' license must include the Specialty Construction (H/RR-S)–Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders shall indicate State License Number on outside of bid envelope.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project. The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES February 12th, 19th, AND 26th, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 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 OWNER by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The OWNER will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the OWNER's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the OWNER for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the OWNER. The

OWNER also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the OWNER, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

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. Bidders' license must include the Specialty Construction (H/RR-S)–*Dredging*, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders must provide previous examples of experience with a minimum of five similar projects. Bidders shall indicate State License Number on outside of bid envelope.

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 OWNER.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the Project Manager 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 OWNER.

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 OWNER; 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 OWNER for the entire Subcontractor's work, including failures or omissions and Permit requirements. The Owner's Representative 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 Owner's Representative 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 Owner's Representative 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 Project Manager. The Contractor shall provide sufficient material, labor, and equipment to insure 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 Project Manager 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 Owner's Representative may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 03·13·23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the PROJECT MANAGER, as well as the premises

Project Name: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATIONTHREE MILE CREEK DREDGING**

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging and Material Disposal

The Bidder further agrees to construct the improvements in **215** calendar days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Department of Program and Project Management, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on, December 2nd, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE ($)	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE ($)
1	MOBILIZATION (600-A)	1	LS	$129,036.44	One Hundred Twenty Nine Thousand Thirty Six DOLLARS Forty Four CENTS	$129,036.44
2	GEOMETRIC CONTROLS (680)	1	LS	$31,000.00	Thirty One Thousand DOLLARS Zero CENTS	$31,000.00
3	CLEARING AND GRUBBING (201-A)	1	LS	$178,000.00	One Hundred Seventy Eight Thousand DOLLARS Zero CENTS	$178,000.00
4	DREDGING AND MATERIAL DISPOSAL (210-C)	21,202	CY	$36.28	Thirty Six DOLLARS Twenty Eight CENTS	$769,208.56
5	TEMPORARY SOIL EROSION AND TURBIDITY CONTROLS (665)	1	LS	$68,000.00	Sixty Eight Thousand DOLLARS Zero CENTS	$68,000.00
6	TRAFFIC CONTROL (740-A)	1	LS	$14,800.00	Fourteen Thousand Eight Hundred DOLLARS Zero CENTS	$14,800.00
				TOTAL BASE BID	$1,190,045.00	

Base Bid

Total (All items listed in Proposal) $1,190,045.00

Written in words One Million One Hundred Ninety Thousand Forty Five Dollars

Number of working days to complete 153

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 4032 Dauphin Island Pkwy, Mobile AL 36605

By Blue Diving & Salvage, LLC

Signature of Bidder _____
(If a Corporation)

By _____ **President**

_____ Print

_____ **Secretary**

_____ Print

_____ **Treasurer**

_____ Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____ Secretary

_____ State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That_____
(Name of Contractor)

_____
(Address)

as Principal, and _____
(Name of Surety)

_____
(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 make, 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 **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION THREE MILE CREEK DREDGING, City of Mobile Project No. *2020-2045-06.***

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 _____ (Date)

_____(Contracting Firm)

Witness as to Principal By: _____(SEAL)

_____ (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By_____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

REGIONS

CASHIER'S CHECK

669

03/13/2023

61-1/620

5506434855

Blue Diving And Salvage LLC / Project# 2020-2045-06
Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: City of Mobile

$10,000.00

Security Features Details on Back.

Regions Bank

Authorized Signature

Branch AL00180
CC000180

⑈5506434855⑈ ⑆062000019⑆ 0000742651⑈

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Blue Diving & Salvage, LLC

4032 Dauphin Island Pkwy, Mobile, AL 36605 as Principal and The Gray Casualty & Surety Company

1225 West Causeway Approach, Mandeville, LA 70471 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 One Million, One Hundred Ninety, Forty Five and 00/100-------- Dollars ($ 1,190,045.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated April 21, 2023 (hereinafter called the Contract) for Mobile Bay Shore Habitat Acquisition and Restoration-Three Mile Creek Dredging Proj: 2020-2045-06 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 21st day of April 20 23.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Blue Diving & Salvage, LLC,

BY: _____

(Signature)

ATTEST: _____ Don L Coleman III

(Signature) (Print)

Jennifer Greene (Print) ITS: CEO/OWNER

ITS: PM/Director (Title)

The Gray Casualty & Surety Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

ATTEST: Cindy Lowe Nina S. Glover

(Signature) (Print)

ITS: Attorney-In-Fact

Cindy Lowe (Print) (Title)

ITS: Witness

Corporate Seal

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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 by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

SEAL

SEAL

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Blue Diving & Salvage, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

The Gray Casualty & Surety Company, 1225 West Causeway Approach, Mandeville, LA 70471
(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 One Million, One Hundred Ninety, Forty Five and 00/100--------dollars ($ 1,190,045.00 ----------), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated April 21, 2023, entered into a Contract with the Owner for Mobile Bay Shore Habitat Acquisition and Restoration Three Mile Creek Dredging Proj: 2020-2045-06 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 21st day of APRIL 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name)
Blue Diving & Salvage, LLC

BY: _____
(Signature)

Don L Coleman III
(Print)

ITS: CEO / OWNER
(Title)

ATTEST: _____
(Signature)

Jennifer Greene (Print)

ITS: PM / Director
(Title)

(Surety sign here)(Corporate name)
The Gray Casualty & Surety Company

BY: _____
(Signature)

Nina S. Glover
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Cindy Lowe
(Signature)

Cindy Lowe (Print)

ITS: Witness
(Title)

Corporate Seal

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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 by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

SEAL

SEAL

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: 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 person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.**

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

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 Project Manager, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the Project Manager. 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 Project Management 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 Project Management 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 Moffatt and Nichol, Inc., with direction from the City of Mobile Department of Program and Project Management. 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. 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.

7. 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.

8. 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.

9. 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 Department of Program and Project Management for the City of Mobile.

10. 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.

11. 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 specification

sections of Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition. There will be no compensation for this work.

12. 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.

13. 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 Project Manager 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.

14. 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).

15. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

16. 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).

17. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items.

18. 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.

19. 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 Project Manager shall be replaced at no additional cost to the project.

20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Standard Specifications.**

Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition. There will be no compensation for this work.

12. 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.

13. 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 Project Manager 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.

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15. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

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17. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items.

18. 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.

19. 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 Project Manager shall be replaced at no additional cost to the project.

20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Standard Specifications.**

21. The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. Project Managing 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.

22. 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.

23. **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 or Project Manager may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

24. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

25. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

26. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

27. 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. Project Manager shall retain one set. Prints and/or tapes shall be delivered to the Project Manager within one week after they are made.

28. 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.

29. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Project Manager that this has been accomplished. Notifying property owners is considered incidental to the project.

30. Any damage to private property beyond the limits of the Dredging Area or Material Transfer Areas as determined by the Engineer, shall be repaired at the Contractor's expense.

31. 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

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.

32. 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.

33. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the Plans. 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 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.

34. 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.

35. 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 accessed 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.

36. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

37. Workmen shall wear reflectorized vests, shirts or jackets.

38. 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.

39. **Supplementary General Conditions:**

a. The Three Mile Creek Dredging Project is located in Mobile County, Alabama immediately north of the Dr. Martin Luther King Jr. Ave bridge at the confluence of the historic Three Mile Creek alignment and the USACE Bypass Channel. The project consists of restoring the hydraulic flow through the historic Three Mile Creek extents by dredging and material transport to an approved off-site material disposal facility.

    i. The Project includes the following items in accordance with the Contract Documents:

        1. Mobilization
        2. Geometric Controls
        3. Clearing and Grubbing
        4. Dredging and Material Disposal
        5. Temporary Soil Erosion and Turbidity Control
        6. Traffic Control

b. The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning construction. The Contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the work, materials in disposal area and procedures to ensure compliance with the required water quality standards. All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.

c. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the site to be dredged and the site on which dredged materials are to be deposited; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by OWNER, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to OWNER.

d. OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

40. **Permit**

a. The work described in this project is to be done under the provisions of Corps of Engineer Permit No. SAM-2021-00187-JCC. The contractor is to review in detail the provisions contained in the permit and comply with all applicable provisions.

b. The Contractor shall be solely responsible for complete compliance with all requirements of the Department of the Army (Corps of Engineers) Permit Number SAM-2021-00187-JCC, (attached), and other regulatory agencies having jurisdiction over this work relation to dredging operations. This shall include, buy may not be limited to, Section 401 Water Quality Certification and the State of Alabama Coastal Consistency Concurrence issued by the State of Alabama Department of Environmental Management, and the Alabama Department of Environmental Management permit (Attachment H).

c. The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record on any problems in complying with laws, regulations, and ordinances, as well as project Permits and corrective action taken.

d. The Owner will notify the Contractor of any known non-compliance with the aforementioned Federal, State, or Local laws or regulations, Permits, and other elements of the Contractor's Environmental Protection Plan. Nevertheless, it remains the sole responsibility of the Contractor to comply with all applicable Federal, State, and Local laws and regulations, Permits, and all elements of the Environmental Protection Plan. If there is known non-compliance, the Owner will determine what action will be taken and such response will be transmitted to the Contractor by the Owner, which may include stopping construction of the work at the cost of the Contractor until the Contractor complies with the Environmental Protection Plan. It shall also be the Contractor's responsibility that all subcontractors comply with all applicable laws, regulations, Permit requirements, and all elements of the Environmental Protection Plan.

41. **Special Instructions**

a. Contractor shall coordinate in advance with the Owner for commencement of dredging operations. This will ensure the Contractor has unobstructed access to the dredge area.

b. Contractor must coordinate with the deputy director of urban forestry prior to trimming, pruning, cutting or removal of any tree outside of the waterway.

c. Contractor shall immediately document the date and location of each observed Apple Snail (*Pomacea maculata*) and Apple Snail Egg observed near the project site during construction, and notify the Engineer and Owner immediately.

d. The Contractor shall comply with all Federal, State, and Local sound control and noise level ordinances, regulations, and laws that apply to the Project Construction Site. All hauling and excavating equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 30 day of May, 2023, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Blue Diving & Salvage, 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: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging

City of Mobile Project Number **2020-2045-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,190,045.00)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and

such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

PROJECT MANAGER:

(6) Whenever the word "PROJECT MANAGER" is used, it shall refer to the PROJECT MANAGER 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 **Moffatt & Nichol, Inc.**

AUTHORITY OF THE PROJECT MANAGER:

(8) The PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER.

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 PROJECT MANAGER 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 PROJECT MANAGER.

The PROJECT MANAGER 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 PROJECT MANAGER at any time prior to the completion of the work and its acceptance by the PROJECT MANAGER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PROJECT MANAGER to be incompetent or disorderly, he shall be immediately discharged upon the request of the PROJECT MANAGER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the OWNER 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 OWNER 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 OWNER on application of the PROJECT MANAGER. Said writing will be attached to the contract for the making of said improvements, stating that such work

is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the PROJECT MANAGER 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. Additionally, Contractor must procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the PROJECT MANAGER, 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER, it becomes necessary to insure the completion within the limit of time specified to this contract, the PROJECT MANAGER 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 PROJECT MANAGER, to ensue, the PROJECT MANAGER shall notify the OWNER 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 OWNER, 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 Project Manager 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 Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for 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 the City of Mobile under this contract is the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund. Said funds **are** on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION:

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

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

GOVERNING LAW AND VENUE:

(29) This CONTRACT shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this CONTRACT shall be a court of proper jurisdiction in Mobile, Alabama. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

All notices of cancellation, requests, demands or other communications to OWNER shall be in writing and duly delivered to the following address for the City:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Blue Diving & Salvage, LLC
4032 Dauphin Island Pkwy
Mobile, AL 36605

SIGNATURE:

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

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

6/2/23
Date

ATTEST:

_____
City Clerk

BLUE DIVING & SALVAGE, LLC

By _____
Don L. Coleman, III

Title: CEO/Owner

05.17.23
Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Don L. Coleman, III, whose name as an authorized signatory for Blue Diving & Salvage, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 17 **day of** May **, 2023.**

(SEAL)

_____
Notary Public

My Commission Expires January 21, 2025

CHRISTIE T. TURNER
My Commission Expires
January 21, 2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

A. 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:

   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.

   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. SECTION 107, SUB-SECTION 107.21, *STORMWATER MANAGEMENT* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING STATEMENT:

   Costs connected with temporary soil erosion and sediment control will be paid for at the Contract Lump Sum Price for Temporary Soil Erosion and Sediment Control (Line Item 5).

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 201, SUB-SECTION 201.02 *MATERIALS* SHALL BE REPLACED WITH THE FOLLOWING:
   Use of herbicides to eradicate existing vegetation prior to clearing vegetation within the Dredging Area or any other areas will not be allowed during construction.

5. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS, (d) Disposal of Materials, Paragraph 4* SHALL BE REPLACED WITH THE FOLLOWING:
   Burning of any vegetation, trees, shrubs, debris, or perishable materials will not be allowed during construction.

6. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS*, (g) *Clearing*, 5. *Areas Where the Chipping of Timber and Spreading of Chips Are Required*.
   THE FOLLOWING LANGUAGE SHALL BE OMITTED: "The chips shall be loosely dispersed to eliminate any accumulation of a continuous blanket layer. The Contractor shall chip any debris created by the clearing operation and any pre-existing debris, such as dead trees and limbs, to leave the area suitable for mowing."

   THE FOLLOWING LANGUAGE SHALL BE INSERTED: "If wood chipping of any trees or shrubs is used during clearing within the Dredging Area, the chips must be distributed/loaded directly onto a barge or truck to be transported offsite and properly disposed at an approved facility."

7. SECTION 210, *EXCAVATION AND EMBANKMENT*
   THE FOLLOWING LANGUAGE SHALL BE INSERTED AT THE END OF THIS SECTION:
   "The dredging project limits are shown on the Plans, and extend from STA. 1+50 to STA. 18+00 within the Dredging Area (see Sheet C-101 in the Plans). Dredging within the project limits shall be performed to achieve a bottom elevation of–5 feet North American Vertical Datum of 1988 (NAVD88).

   Dredge Plan Lights: The Contractor shall display construction signal lights and conduct his operations in accordance with General Regulation of the Coast Guard Governing Lights and Day Signals. At a minimum, Contractor shall maintain proper lights each night, between the hours of sunset and sunrise, upon all floating plants connected with the dredge work, upon all ranges and other stakes in connection with it, when necessary in the opinion of the Engineer, and shall be responsible for all damages resulting from any neglect or failure in this respect.

The Contractor will be required to provide proper U.S. Coast Guard, Harbormaster and Corps of Engineers notification and to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs any channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such as extend as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the Contact in navigable waters or on shore.

Material Transfer Area and Dewatering

The Contractor may use both the Material Transfer Area and Secondary Material Transfer Area for dewatering activities. However, **dredged material cannot be placed between the USACE Bypass Channel and the 'No-Fill' line delineated on Sheet G-102**. The only material that may be placed in this area during construction is the material (timber mats and crushed stone) required for crossing over the MAWSS subsurface infrastructure.

Contractor shall ensure that material is in a suitable condition (water content below approximately 50%) to be hauled to a disposal site or placed in a sealed, water-tight container Contractor may use mechanical means/methods (such as disking, rotating, working, etc., the material) to expedite material dewatering and drying to meet the water content requirements, but the Contractor shall not impede or damage any existing grade or features.

The Contractor may excavate/grade below existing grade within the Material Transfer Areas to construct any temporary berm or containment that may be required, however, the Material Transfer Areas shall be returned to pre-construction conditions as much as practically possible. Material resulting from the project's construction shall not be left on site.

Material Disposal Sites

The Contractor shall utilize the following material disposal sites (or other Engineer-approved location):

Brownlee Dirt Pit 4460 Lott Rd. Eight Mile, AL 36613 (251) 610-9674	**Lott Road Landfill** 4429 W Lott Rd. Eight Mile, AL 36613 (251) 456-5321	**Esfeller Corporation Landfill** 8230 Padgett Switch Rd. Irvington, AL 36544 (251) 295-0199

The contractor shall be responsible for proper disposition of the dredge material within the boundaries of the disposal area in accordance with the current permits.

Materials shall be excavated from the project site and placed in the disposal area in a manner to ensure that the water quality requirements are met at all times. The material must be properly contained to prevent sediment from entering adjacent wetlands or reentering the waterway. Dredging shall immediately cease at any time the water quality falls below acceptable limits. The Owner may monitor the Contractor operations for compliance with the permit condition for his own use. This does not relieve the Contractor of the responsibility to properly monitor and ensure his work complies with the permit conditions.

Contractor will be required to submit documentation of proper disposal of dredged material within fourteen (14) days after material disposal."

8. SECTION 600, MOBILIZATION, SUB-SECTION 600.01 **SHALL BE AMENDED** TO INCLUDE THE FOLLOWING:

   If heavy equipment is required to cross over existing utilities during construction within the Material Transfer Area, a utility crossing shall be constructed according to Sheet C-301 of the Plans.

   A Project Funding Sign shall be installed as soon as possible, in the location shown on Sheet G-102 and including the details provided in Attachment E – Sign Details.

9. SECTION 600, *MOBILIZATION*, SUB-SECTION 600.04, *Method of Measurement, (a) Partial Payment* Shall be replaced with the following:

   Sixty percent (60%) of the mobilization/demobilization Contract Lump Sum Price will be paid to Contractor upon complete mobilization to the Project Construction Site. The remaining forty percent (40%) will be paid to Contractor upon final acceptance of the work and completion of Final Clean-up.

10. **SECTION 680, GEOMETRIC CONTROLS,** SHALL BE **REPLACED** WITH THE FOLLOWING:

    General

    Contractor shall furnish all the materials, submittals, labor and equipment necessary to perform a pre-dredging and post-dredging survey. All surveys shall be performed by personnel who are under the direct supervision of a professional land surveyor licensed in the State of Alabama. Survey data shall reference the North American Datum of 1983 (NAD 83), Alabama West Zone, U.S. Survey Feet for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet for vertical control. Horizontal and vertical control shall be established by using the control points specified here and in the Plans (or as approved by the Engineer).

Control Point No.	Northing (ft)	Easting (ft)	Elevation (ft, NAVD88)
1	256,849.1082	1,789,456.4440	6.8290
2	257,145.1846	1,789,814.3990	8.9060
3	256,915.5872	1,789,794.6110	19.1165
4	257,622.3184	1,790,140.8400	2.3060

All suspected or known utilities, pipelines or other obstructions shall be probed in coordination with utilities/pipeline/obstruction owner and appropriately marked throughout the work.

The Dredging Area and Construction Limits shall be clearly marked throughout construction. Construction Limits shall be clearly marked/flagged prior to commencement of clearing and grubbing work.

Pre-Dredging Survey

Description

The Pre-dredging survey serves the purpose of checking for major changes in topography or bathymetry at the project site in the time between the design surveys and the period of construction. Pre-dredging survey is the baseline to measure impacts due to construction related activities.

Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed. Survey data shall be collected along transects at each end of the Dredging Area (west end transition connecting to USACE Bypass Channel and north end transition to Historic Three Mile Creek), and along transects spaced every 100 feet of the construction alignment. The transects shall entirely capture the limits of the Dredging Area and extend an additional 25 feet to the Construction Limits boundary provided on the Plans (see Sheet C-101).

As part of the Pre-Dredging Survey, CONTRACTOR shall clearly stake, flag, or mark the following project features:

- Construction Limits (boundary)
- Dredging Area (top of slope)

Post-Dredging Survey

Description

Once Contractor has completed all dredging work within the Dredging Restoration Area and the Contractor believes the post-dredge template is within the tolerances of the design template, a post-dredging survey shall be completed.

Once directed that dredging operations are complete by the CONTRACTOR, the CONTRACTOR shall arrange for a post-dredging survey by an independent licensed Professional Land Surveyor (PLS) to be reviewed and accepted by the ENGINEER. In the event this survey indicated non-compliance with the lines and elevations shown in the Plans for the dredging template, the Contractor will rework the area to meet the established elevation and shall reimburse the Owner for all costs associated with this survey and any additional re-survey expenses associated with verification of the rework.

Submittals:

CONTRACTOR shall submit pre-dredging survey and drawings to the OWNER prior to commencing any dredging work. A report documenting the survey methodology, results, and a summary of associated interpretations and recommendations shall also be submitted to the Owner. Drawings shall clearly show transects, points, coordinates, and other relevant information. The survey shall also show the coordinates, top elevation and depth of ground cover for all pipelines, utilities, or obstructions, if any.

Pre- and post-dredging surveys submittal shall be signed and sealed by a professional land surveyor licensed in the State of Alabama.

Notification:

CONTRACTOR shall notify the OWNER no later than five (5) working days prior to performing pre- and post-dredging survey so that Owner and Construction Observer designee may accompany the survey crew and witness the work.

Basis of Payment:

CONTRACTOR may apply for payment on the monthly Application for Payment for the pre-construction hazard survey once the completed survey has been submitted to and accepted by the Owner. All costs connected with the pre-dredging survey will be paid for at the Contract Lump Sum Price for Geometric Controls (Line Item 002).

B. Submittals:

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section specifies procedural requirements associated with Contractor submittals including the following:
   1. Contractor's Construction Schedule
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data

5. Samples
6. Construction Reports

B. Refer to General and Supplementary Conditions Sections for requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
   1. Performance and Payment Bonds
   2. Insurance Certificates
   3. Schedule of Values
   4. Applications for Payment
   5. List of Subcontractors
   6. Consent of Surety
   7. Waivers of Liens
   8. Contractor's Statements, Affidavits, and Certifications

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different submittals involving related elements so that processing will not be delayed by need to postpone review of submittals until related submittals are received.
   3. ENGINEER reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

B. Processing: Allow ENGINEER sufficient review time so that installation will not be delayed as a result of time required to process submittals, including time for resubmittals.
   1. Allow not less than 15 days for ENGINEER's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
   2. If ENGINEER requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
   3. Allow 15 days for processing each resubmittal.
   4. Extension of Contract Time will not be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of Work to permit processing.

C. Submittal Preparation: Place an identification label or title block on each submittal.
   1. Submit one electronic (pdf) copy of each submittal unless otherwise indicated in another section of the specifications, or hard copies are required for other reasons.
   2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
   3. Include the following information on label or title block:
      a) Project name: Mobile Bay Shore Habitat Acquisition and Restoration – Phase II - Three Mile Creek Dredging

b) Name of ENGINEER: Moffatt & Nichol, Inc.
c) ENGINEER Project No. 10456-02
d) Date.
e) Contractor's name.
f) Supplier's name.
g) Manufacturer's name.
h) Related Specification Section number.
i) Drawing numbers and detail references, as appropriate.

D. Transmittal: Include a transmittal form or letter with each submittal.
1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
2. Include Contractor's certification that information complies with Contract Document requirements.
3. Submittals received from sources other than Contractor will be returned without action.

E. Delivery
1. Hand Deliver, Mail, or Email submittals to:

Attn: Gerald Songy, PE
Email: gsongy@moffattnichol.com
Moffatt & Nichol, Inc.
11 N. Water St, Suite 20220
Mobile, AL 36602

1.3 ENGINEER'S ACTION

A. Except for information-type submittals, ENGINEER will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.

B. ENGINEER will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
1. If marked "No Exceptions Taken," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
2. If marked "Make Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.

C. ENGINEER will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if ENGINEER has objections to information contained therein. If it has no objections, ENGINEER will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to ENGINEER three copies of horizontal bar chart-type Construction Schedule. Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule.

B. Use a separate time-bar for each significant construction activity.

C. Provide a series of continuous vertical lines to identify first working day of each week.

D. Within each activity, identify the Duration (in working days), Early Start, Late Start, Early Finish, Late Finish, Total Float, and Total Cost. As Work progresses, update the schedule with actual percent completion and submit the updated schedule with each Application for Payment.

E. Clearly show the critical path.

F. Available float is owned by the project and shall not be considered for the exclusive use of either the Owner or the Contractor.

G. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

H. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.

I. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for ENGINEER's procedures necessary for Final Inspection, Correction of Punch list Items, and certification of Substantial Completion. If at any time the Contractor falls behind by more than 10% of the overall schedule based on cost, the ENGINEER reserves the right to require the Contractor to submit a recovery schedule showing that the Work will be completed on or before the date established for Substantial Completion. Such recovery schedule shall be submitted to the ENGINEER within 10 calendar days of request by the ENGINEER.

J. Unless ENGINEER objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."

K. Update and resubmit Construction Schedule as follows:
   1. Submit three copies to ENGINEER with each Application for Payment.
   2. If an event occurs which adversely affects bar chart data, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change.

L. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the ENGINEER will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SUBMITTAL SCHEDULE

A. Not later than date of submission of Contractor's Construction Schedule, submit to ENGINEER five copies of Contractor's Schedule of Submittals.

B. Prepare schedule in form of list that identifies each submittal as follows:
   1. Brief Description of submittal.
   2. Related Specification Section number.
   3. Planned date of submission.

C. Unless ENGINEER objects to Contractor's initial Submittal Schedule, one copy will be returned to Contractor marked "Action Not Required."

D. If an event occurs which adversely affects Submittal Schedule, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change. Unless the ENGINEER objects to such revised document, one copy will be returned marked "Action Not Required."

1.6 SHOP DRAWINGS

A. Not Applicable.

1.7 PRODUCT DATA

A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
   1. Manufacturer's printed recommendations.
   2. Compliance with specified industry and trade association standards.
   3. Compliance with recognized testing agency standards.
   4. Application of testing agency labels and seals.
   5. Notation of coordination requirements.

B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

C. Collect Product Data into a single submittal for each element of construction.

D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.

E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.

F. Unless otherwise specified, submit to ENGINEER six copies of each submittal; two copies will be returned to Contractor.

1.8 SAMPLES

A. Not Applicable.

1.9 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report which provides the following:
   1. Date of construction activity.
   2. Brief identification of Work activities and areas of execution.
   3. List of subcontractors on Project site.
   4. Approximate count of construction personnel on Project site.
   5. List of equipment and number of hours used on each.
   6. High and low temperatures, description of general weather conditions.
   7. Description of accidents.
   8. Description of emergencies and actions taken.
   9. Minutes of meetings conducted at Project site.
   10. Information about Work stoppages, delays, shortages and losses.
   11. Copy of orders and requests of governing authorities.
   12. Identification of services connected or disconnected.
   13. Description of tests conducted at Project site.

B. Submit one copy of each report to ENGINEER at weekly intervals; forward such copies by means ensuring ENGINEER's receipt not later than five days following latest report date.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

C. Project Meetings

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Project Meetings.

1.2. PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will convene at the project site’s Material Transfer Area, located at 450 Butchers Lane, Mobile, AL 36617.

B. Engineer will notify Contractor of meeting date.

C. Owner, Engineer, and Contractor shall be represented at meeting by individuals authorized to conclude matters relating to Work.

D. Topics of discussion shall include the following:
   1. Schedule for commencement of Work and Substantial Completion
   2. Work sequence
   3. Designation of responsible personnel
   4. Work hours
   5. Change Order and Construction Change Directive procedures
   6. Application for Payment procedures
   7. Submittals
   8. Site access and utilization
   9. Material storage
   10. Environmental Protection and Project Controls
   11. Safety
   12. Housekeeping
   13. Security
   14. Temporary facilities
   15. Quality and Work standards
   16. Governing regulations
   17. Inspection and testing
   18. Protection
   19. Schedule for weekly progress meetings
   20. Other appropriate topics

1.3. PRE-INSTALLATION MEETING

A. Not Applicable (N/A)

1.4. PROGRESS MEETINGS

A. Progress meetings will be conducted at the project site (or other approved location), on a bi-weekly basis. Time of each meeting will be determined by mutual consent during pre-construction meeting.

B. Owner, Engineer, and Contractor shall be represented at meetings by individuals authorized to conclude matters relating to Work. Contractor may also require Subcontractors to attend meetings.

C. The Owner, Engineer, and Contractor will jointly review the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two (2) weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The contractor will provide a written 2-week “look-ahead” schedule at each meeting.

D. Topics of discussion shall include the following:
   1. Revisions to minutes of previous progress meeting.
   2. Work progress.
   3. If progress is behind schedule, Contractor’s plan for expediting Work.

4. Schedule for work to be accomplished in the next 14 (fourteen) calendar days.
5. Accidents (bodily injury and property damage).
6. Quality and Work standards.
7. Status of proposed changes in Work, Change Orders, and Construction Change Directives.
8. Other appropriate topics.

1.5. CONSTRUCTION SCHEDULE

A. If meeting discussion identifies need to revise planned construction schedule, submit revised Contractor's construction schedule to Engineer as specified in the General Conditions of the Contract.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 50658

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BLUE DIVING & SALVAGE LLC

MOBILE, AL 36605

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR-S: DREDGING, SC: UNDERWATER INSPECTION, CONSTRUCTION AND SALVAGE

until **November 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

30th day of **November, 2022**

190577

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ATTACHMENT “A”

LOCATION


Prichard
Mobile
Mobile Bay
Three Mile Creek
Dr Martin Luther King Jr Ave
Pecan St
Butchers Ln
Bizzel St
Patton Ave
Belsaw Ave
USACE Bypass Channel
N
500 250 0 500 Feet
Hydraulic Restoration Area
Material Transfer Area
Secondary Material Transfer Area
moffatt & nichol
Q:\BR\10456-02\700_GIS\MapID_0009a_3MC_ProjectArea_ZoomedIn.mxd

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nina Glover
Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Tower Group (formerly One Beacon)	
INSURER B: Progressive	
INSURER C: Ascot	
INSURER D: ALMA (USL&H) WC	
INSURER E: Manufacturers Alliance State Act WC	
INSURER F: Markel International Insurance	

INSURED: Blue Diving and Salvage, LLC, 4032 Dauphin Island Parkway, Mobile AL 36605

COVERAGES **CERTIFICATE NUMBER:** CL1992600164 **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 [X] OCCUR [X] Marine CGL, [X] Ship Repairers/Salvors Legal Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			B5JH27823	10/07/2022	10/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			06662775	03/30/2022	03/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MAXS2110002579-02	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D/E	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		ALMA01538(USL&H)E-0770705	03/30/2022	03/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	D-USL&H /E-State $ 1,000,000 $ 1,000,000 $ 1,000,000
A/F	A-Hull & P&I F-MEL (3/30/2022-3/30/2023)			A-B5JH27823 F-B17062004818	10/07/2022	10/07/2023	Protection & Indemnity Per Occurrence	1,000,000 1,000,000

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

City of Mobile is included as Additional Insured in respect to General Liability and Umbrella Liability when required by written contract as per policy terms & conditions. All policies except Workers Compensation shall be Primary and Non Contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired Non Owned Auto Liability, Umbrella Liability and Workers Compensation and Employers Liability when required by written contract as per policy terms & conditions. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 day for non-payment)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Blue Diving & Salvage, LLC
Address	4032 Dauphin Island Pkwy, Mobile AL 36605
Telephone	251-525-1866 / 800-882-5043
E-Mail	info@bluediverllc.com

RFP/RFQ Solicitation Number	2020-2045-06
Project Description	Mobile Bay Shore Habitat Acquistion and Restoration - Phase II
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets X Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Don L Coleman III

Signature: _____ Date: March 13, 2023

Title: CEO / 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: Don L Coleman III Title: CEO / Owner

Better search format not using NAICS

E-mail:_ Phone: don3@bluediverllc.com 251-370-0701

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2020-2045-06 Your Bid/Proposal Amount $ $1,190,045.00 Date: 03 / 13 / 2023

Description Mobile Bay Shore Habitat Acquistion and Restoration - Phase II

Name of Bidder/Proposer: Blue Diving & Salvage, 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
Innovative Contracting Services	241-490-4027	Hauling	$142,805.40	12%	Yes	
Esfeller Contruction	251-957-2210	Hauling	$178,506.75	15%	No	
Heavy Machines Inc	251-653-5955	Equipment Rental	$154,000.00	13%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Blue Diving & Salvage, LLC

Contact Person: Don L Coleman III Phone 251-370-0701 Email don3@bluediverllc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

Better search format not using NAICS

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Using DBE to the company's full capacity. Owns seven dump trucks.

Suggestions or comments to improve this program. Better search format not using NAICS codes. More geographically relevent results.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Don L. Coleman III (affiant) who, being duly sworn says as follows:

President/CEO of Blue Diving & Salvage LLC .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner for Blue Diving & Salvage LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Blue Diving & Salvage, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1583171 .

CEO of Blue Diving & Salvage, LLC

Sworn to and subscribed before me this the 13 day of March , 2023

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

CHRISITE T. TURNER
My Commission Expires
January 21, 2025

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2020-2045-06
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

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. **2020-2045-06**
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

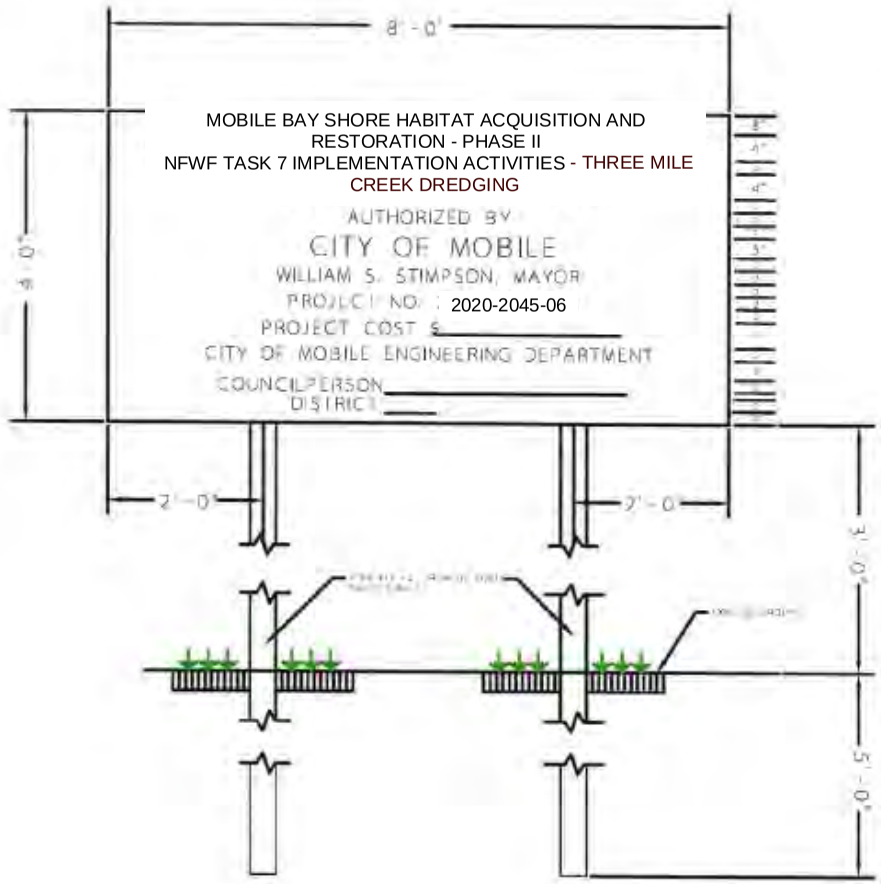
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

CITY OF MOBILE ENGINEERING DEPT		
CITY STANDARDS		
PROJECT SIGN DETAIL		
SIGN 1 OF 1		
SCALE: N.T.S.	DATE: NOV 20, 2013	

ATTACHMENT “F”

GEOTECHNICAL & SOIL SAMPLING REPORTS

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

August 25, 2021

Moffatt & Nichol
11 North Water Street, Suite 20220
Mobile, AL 36602

Attn: Mr. Mary Beth Sullivan, P.E.

Email: msullivan@moffattnichol.com

Re: Soils Explorations and Geotechnical Engineering Studies for the 3-Mile Creek Restoration in Mobile, Alabama

Dear Ms. Sullivan:

Geotechnical Engineering-Testing, Inc. (GET) has completed the authorized soils explorations and geotechnical engineering studies for the proposed restoration of 3-Mile Creek in Mobile, Alabama. These engineering services were performed in accordance with the subcontract agreement with Moffat & Nichol dated January 18, 2021. We understand that the project will generally consist of the removal of materials that have silted in and plugged the original 3-Mile Creek alignment for a distance of approximately 1500 ft.

Samples were collected at 3 locations along the anticipated alignment of 3-Mile Creek. The selected boring locations are shown on the attached plan drawing that was provided to us by Moffat and Nichol. These are identified as the primary locations. GET personnel determined the actual boring locations in the field utilizing a network rover sub-meter GPS device. Borings may have been offset slightly from the requested locations due to inaccessibility.

Since there was at least 1 ft of standing water at each planned sampling location, standard drilling and sampling methods were not feasible for this project. The method utilized for sampling the soils was to push a sampling tube to refusal. At each location, a 3-inch diameter thin-walled aluminum tube was pushed/driven until refusal. The sampling tubes were sealed in the field and returned to the laboratory where the tubes were cut open lengthways and the samples were examined and visually classified by the project engineer. Results of the soils explorations are presented on the attached Logs of Boring and photographs of the samples.

It should be noted that the actual length of sample measured in the laboratory was 20 to 30 percent less than the depth that the tube was pushed in the field. This does not appear to have occurred from material loss at the bottom of the tube. It is anticipated that this occurred due to two probable reasons. The samples were likely compacted in the field to some degree due to the pushing/driving of the sampler. This is very common when pushing samplers or vibracore sampling of very soft to soft materials. Additionally, the samples were held at the laboratory in a sealed upright position for several days before extraction. This was performed so samples could be immediately collected upon extraction and sealed for delivery to Ephriam and Associates Consulting, LLC to minimize loss of vapors from within samples. The very soft silts, clay and organic materials are highly compressible and would compact/compress under either condition. The firm sands at the bottom of each of the samples would not likely compact very much.

The soils explorations also included performance of laboratory tests on selected soil samples recovered during the sampling operations. The laboratory tests were for the purpose of determining certain mechanical soil properties and included natural moisture content, Atterberg limits, sand grain size analysis tests. Results of laboratory tests are shown on the Log of Boring opposite the samples tested and in the Summary of Laboratory Results table and the Grain Size Distribution Curves that follow the Logs of Boring.

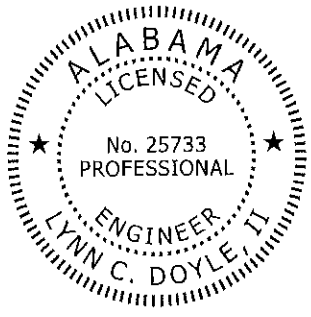
This letter report completes the geotechnical engineering services requested for this project. GET is not responsible for the use of the information provided in this report except at the location specified. Our professional services for this project have been performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. The services identified herein were completed 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, expressed or implied, is included or intended, and no warranty or guarantee is included or intended in this letter report or any other instrument of service.

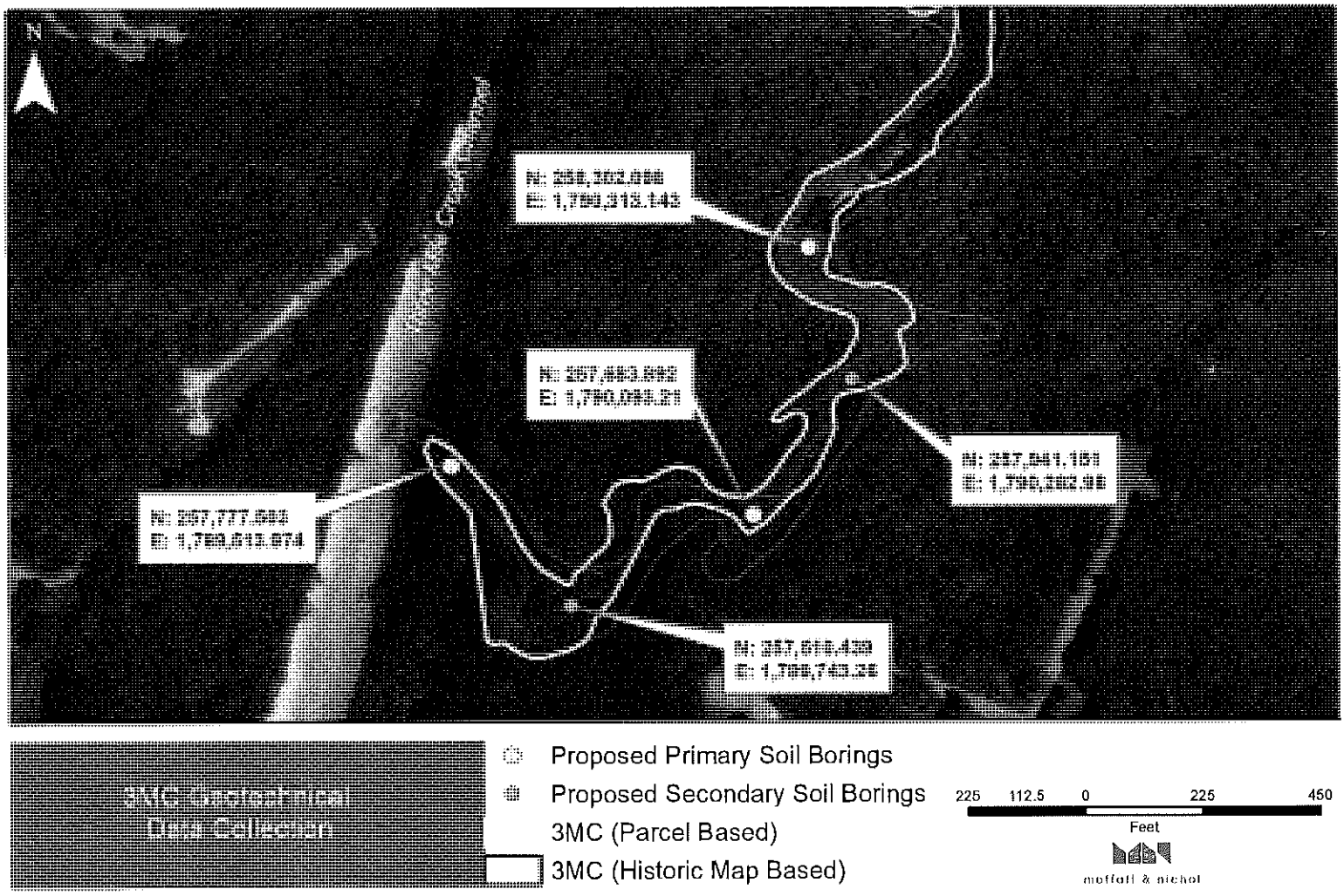
Please call Curt Doyle, P.E. if you have any questions regarding this report.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 8/24/2021




N
Proposed Primary Soil Borings
Proposed Secondary Soil Borings
3MC (Parcel Based)
3MC (Historic Map Based)
225 112.5 0 225 450
Feet
moffatt & nichol

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 6.4 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1

BORING LOCATION: FOOT OF PLUG

N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				6.1		
			Black organic silt and clay	3								
			Gray sand with some silt	4								
	5											
			Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.									
			B.T. @ 6.4 FT									
	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/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/13/21

BORING DEPTH: 10 FT.

BORING ELEV.: 1.6 FT.

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2

BORING LOCATION: MIDDLE OF PLUG

N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
0			Gray silty sand w/ organics	1		45				14.5		
			Dark gray silty clay w/ organics	2		79				60.5		
	5		Gray sandy clay w/ organics & light gray sand	3		72				47.4		
-5			Light gray sand with some silt	4								
	10		Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory. B.T. @ 10 FT									
-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/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETJ_AL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 10.5 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3

BORING LOCATION: HEAD OF PLUG

N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
	5		Gray silty clay w/ organics	1		143				83.3		
			Light gray sand with some silt	2								
	10		Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory. B.T. @ 10.5 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/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

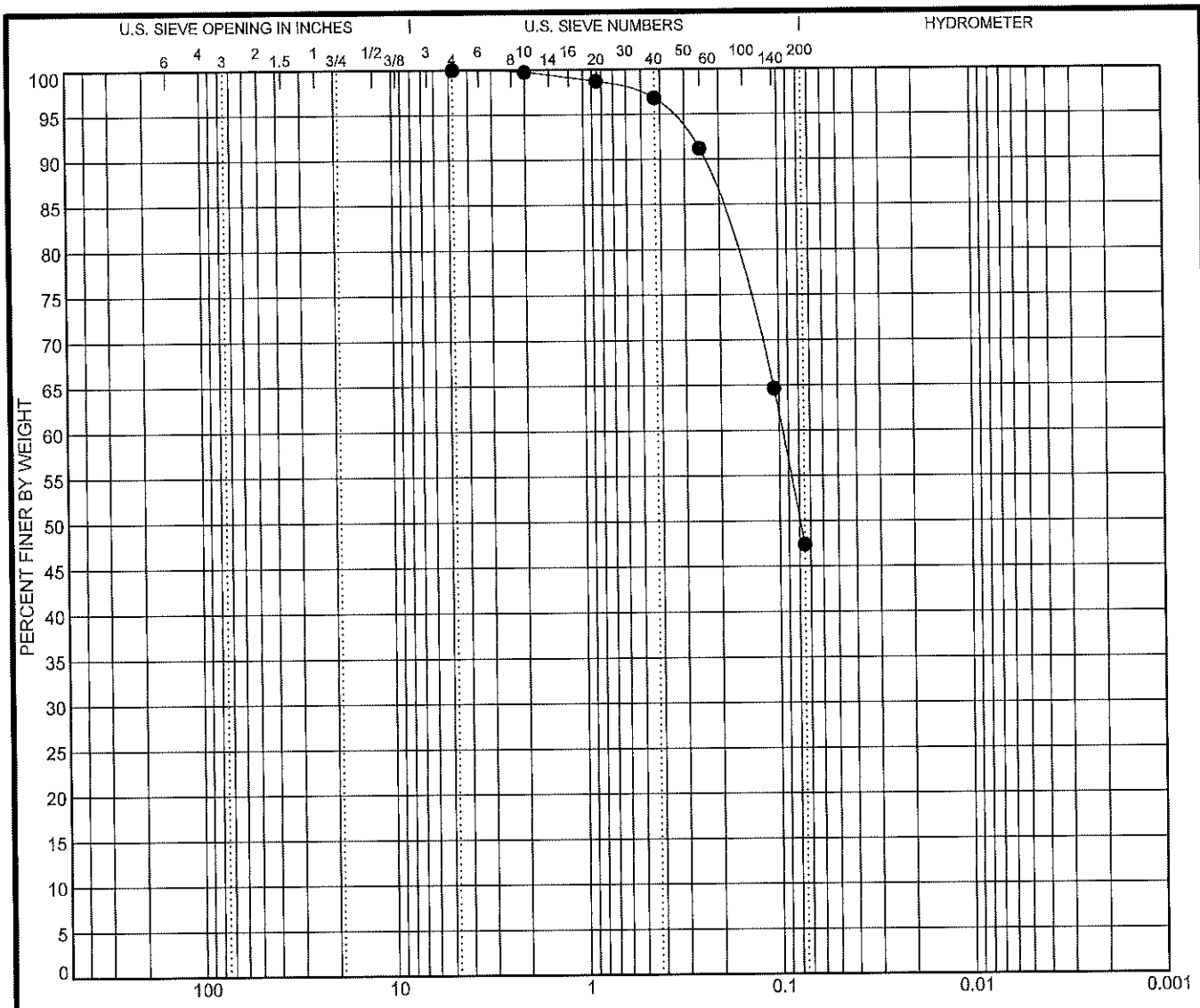
Boring Location	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Atterberg Limits			% Gravel	% Sand	% Passing 200 (if hydrometer data available)		D_{50} (mm)	USCS	AASHTO Class
					LL	PL	PI			% Silt	% Clay			
FOOT OF PLUG	B-1	1	2.0	86				0.0	52.6	47.4		0.079		
FOOT OF PLUG	B-1	2	2.8	29				0.5	93.3	6.1		0.177		
MIDDLE OF PLUG	B-2	1	1.0	45				0.0	85.5	14.5		0.137		
MIDDLE OF PLUG	B-2	2	2.9	79				0.5	39.1	60.5				
MIDDLE OF PLUG	B-2	3	5.1	72				0.0	52.6	47.4		0.078		
HEAD OF PLUG	B-3	1	2.5	143				0.1	16.6	83.3				

SOIL CLASSIFICATION SUMMARY 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_ALGDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

SOIL CLASSIFICATION SUMMARY

GET PROJECT NUMBER: 21-112
PROJECT NAME: THREE MILE CREEK RESTORATION
COUNTY: MOBILE



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification	Classification	LL	PL	PI	Cc	Cu
●	B-1 1;2.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1 2.0 ft.	4.75	0.097			0.0	52.6	47.4	

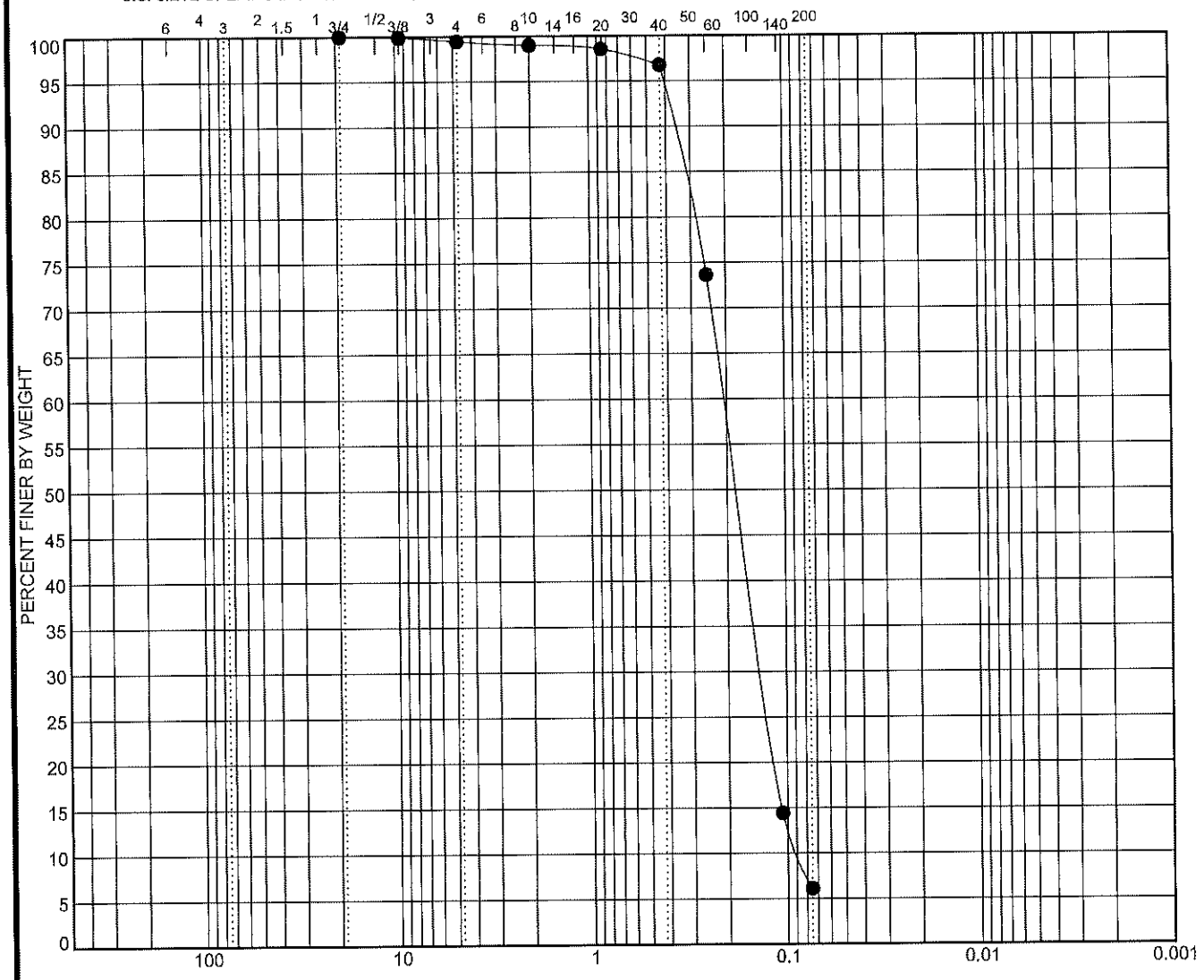
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-1	2;2.8 ft.					0.98	2.33

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1	2.8 ft.	19	0.205	0.133	0.088	0.5	93.3	6.1	

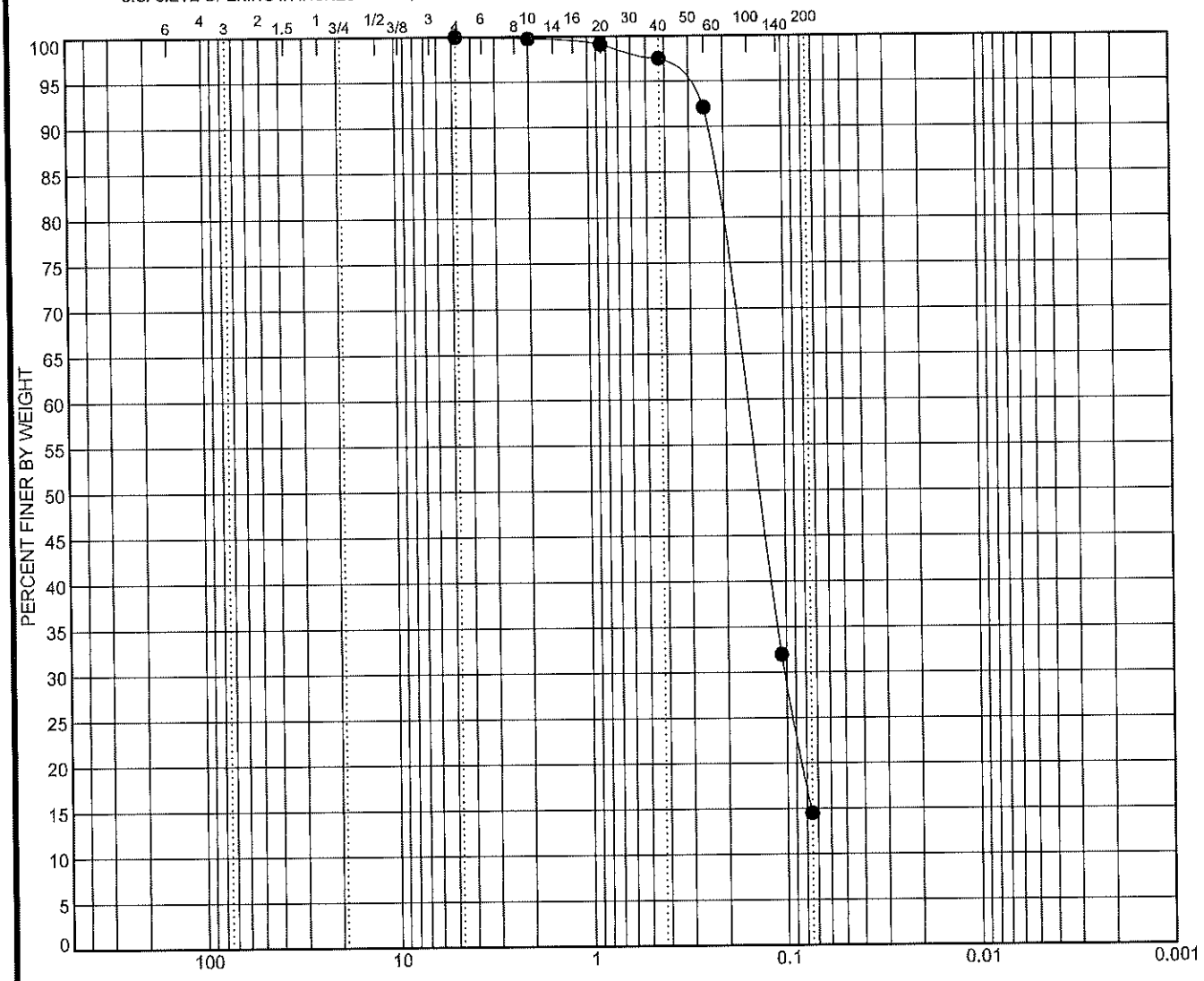
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GETJ_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-2 1;1.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2 1.0 ft.	4.75	0.158	0.102		0.0	85.5	14.5	

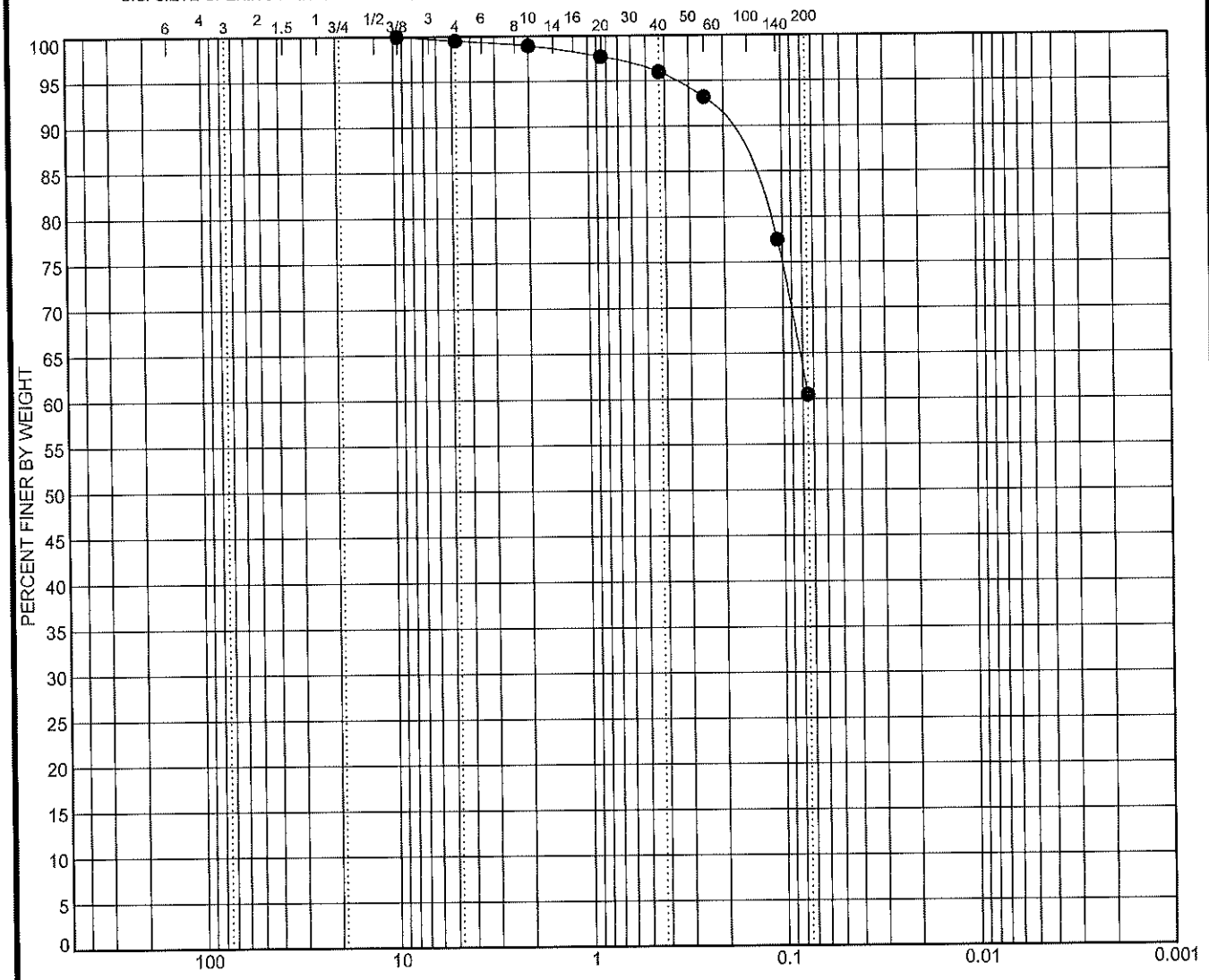
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GET1 AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-2	2;2.9 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	2.9 ft.	9.5				0.5	39.1	60.5	

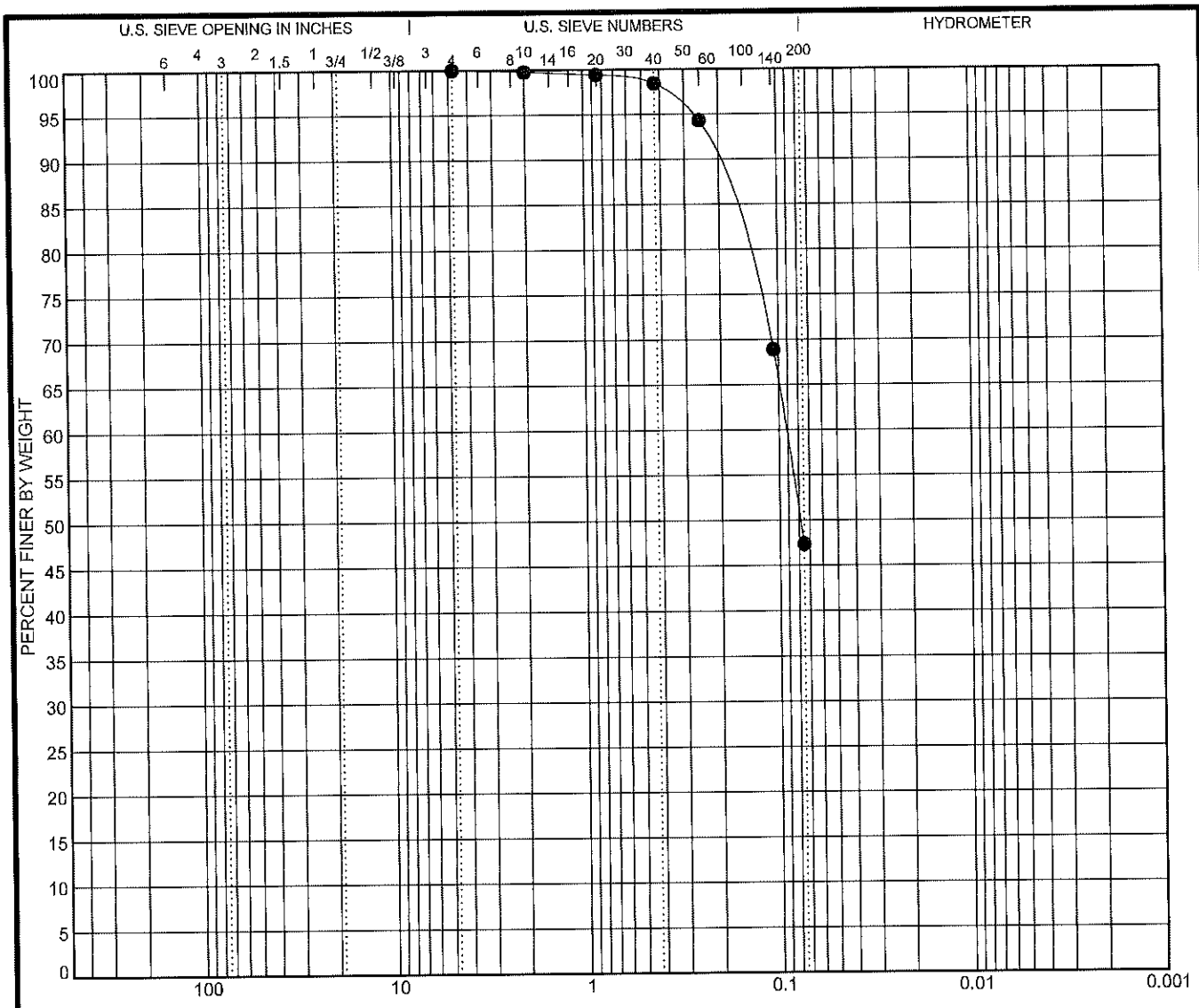
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GET_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification	LL	PL	PI	Cc	Cu
● B-2	3;5.1 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	**5.1 ft.**	**4.75**	**0.092**			**0.0**	**52.6**	**47.4**	

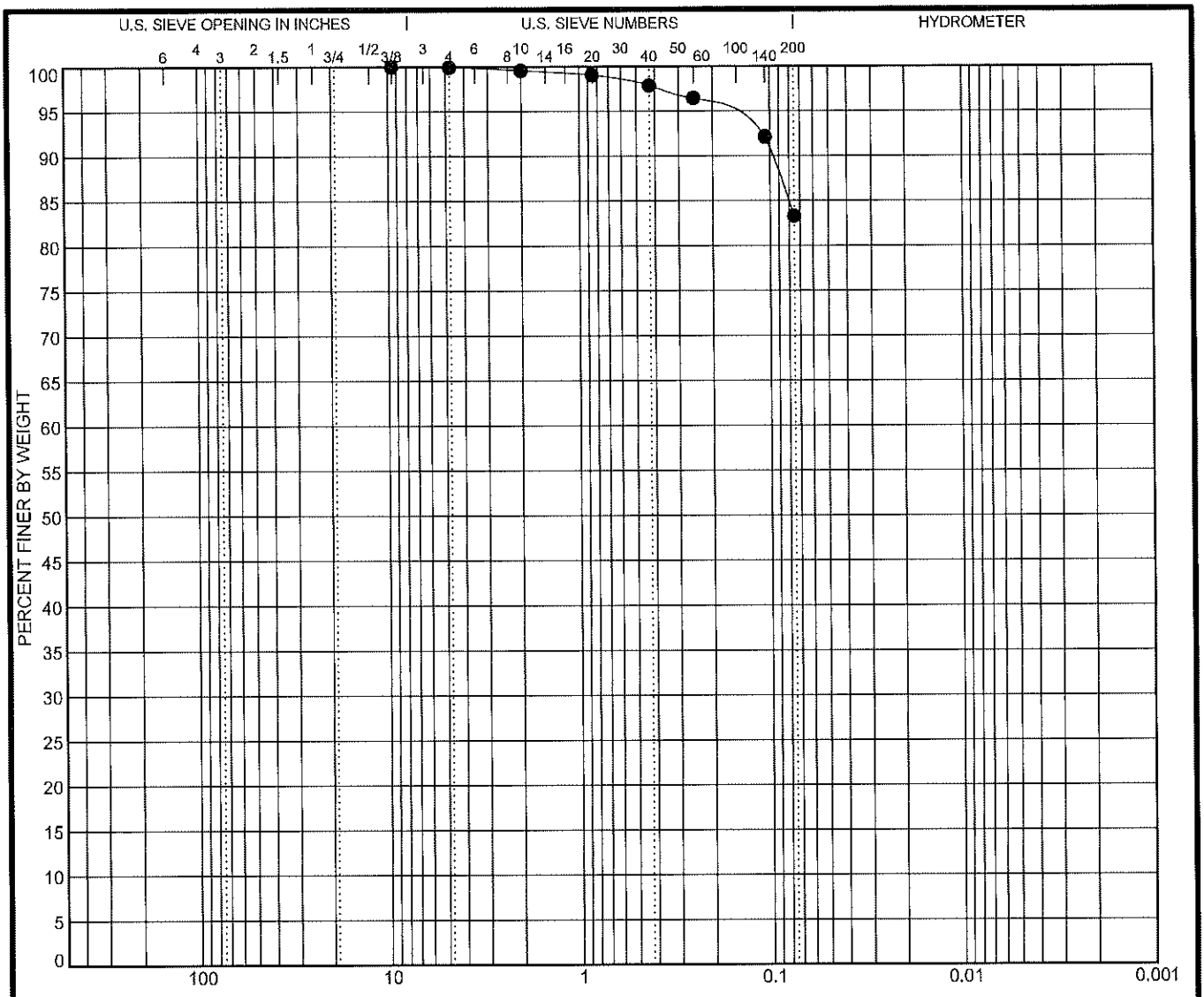
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-3	1;2.5 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-3	2.5 ft.	9.5				0.1	16.6	83.3	

REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI ALGDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL

ATTACHMENT “G”

PROJECT ADDENDUMS

ADDENDUM NO. 01

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 3, 2023 03/03/23

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be hased on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

A mandatory pre-bid meeting was held from 1:00 PM to approximately 2:00 PM on Tuesday, February 28th at the Mobile Government Plaza building. The project team consisting of members affiliated with the City of Mobile and Moffatt & Nichol were introduced, followed by a presentation on the project and time for questions at the end. Questions asked during the meeting are provided below with responses. Attendees were present both in-person and virtually, and the attendance lists are provided as an attachment to this addendum.

Bids will be publically opened and read on Wedensday, March 15th, 2023 at 2:30 PM local time in the first floor atrium of the Mobile Government Plaza Building. Questions may be asked by prospective bidders until 12:00 PM on Friday, March 10th. Submit questions by e-mail to both Gerald Songy (gsongy@moffattnichol.com) and Jenn Greene (jennifer.greene@cityofmobile.org).

Contractors are encouraged to reach out to Archnique Kidd (Archnique.kidd@cityofmobile.org) at the City of Mobile if there are any questions regarding the Disadvantaged Business Enterprise outreach, utilization, or supplier diversity requirements while preparing bids.

Questions and answers from bid questions asked during the mandatory pre-bid meeting or submitted by contractors:

Question 1: Can we enter the site and go look at it?
Response: The site can be accessed by the public from Dr. Martin Luther King, Jr. Avenue. The City owns the right-of-way for Butchers lane, and parcels within the material transfer area.

Question 2: Can you provide the engineer's esimtate or budget for this project?
Response: The City cannot provide this information.

Question 3: Would any disposal fees be the responsibility of the awarded contractor to pay?
Response: Yes. Payment for Bid Item No. 4, "Dredging and Material Disposal (210-C)" will be per the contract unit price per cubic yard for removal of the material from the permitted dredge template and disposal of the material at an approved location.

Question 4: Are there any other areas of the project site (other than the residential area surrounding Bizzel, Patton, and Belsaw Avenues) that are subject to work hour limitations?
Response: None that we are aware of at this time. See page 26 of the project manual, item 36 of the Special Provisions, which states "Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department".

Question 5: Who do we contact about working hours?
Response: All project inquires come to this team (include Jenn Greene and Gerald Songy on all emails), and we will coordinate with the City of Mobile Traffic Department.

Question 6: What are the specific working hours that work would be limited to?
Response: Monday to Friday, 7AM to 5PM.

Question 7: Would access be allowed from the southern side of Dr. Martin Luther King, Jr. Avenue? We would consider using a crane to get equipment in the U.S. Army Corps of Engineers (USACE) Bypass Channel.

Response: This depends on what you are trying to do, because there is no boat launch there. These parcels along the USACE Bypass channel immediately to the south of the Dr. MLK, Jr. Avenue are not included in the permit and therefore would only be eligble for use to access the waterway. The parcels are owned by the City of Mobile. The awarded contractor should notify the City if this area is inteded to be used at the pre-construction meeting.

Question 8: Is there a possibility of this bid opening date getting extended? The request was "seconded."
Response: Not at this time. The project team will note these requests.

Question 9: Any sort of estimate or quantity of vegetation to be cleared and grubbed and removed? We aren't worried about unit price, just the lump sum. It is difficult to evaluate that.
Response: No estimate. The engineer's estimate assumed clearing, grubbing, stump removal, and hauling the material to an approved disposal location. The existing grade shown on the drawings (which is based on the topographic survey) within the dredging area is situated at the base of any vegetation, trees, and shrubs.

Question 10: Overdredge tolerance to this project?
Response: The permitted dredge template is shown in sheets C-301 through C-309 on the design drawings. The awarded contractor shall dredge to a target elevation of -4 ft NAVD 88. There is a 1 foot allowable overdepth from the target bottom elevation of -4 ft NAVD 88 down to -5 ft NAVD 88, and 5H:1V (horizontal:vertical) side slopes until daylight. The awarded contractor will be paid for material that is removed from within the permitted dredge template. The Issued for Construction Drawings will show the allowable overdepth template situated between bottom elevations -4 ft NAVD 88 and -5 ft NAVD 88.

Question 11: Mechanical dredging of USACE Bypass channel, it appears there is a large distance between the channel and the material transfer area. The vegetation and shoaling area between the bank and the channel appears to be 50+ feet and could be challenging if using mechanical dredging methods to perform the work.
Response: Any means and methods chosen by the awarded contractor are sufficient as long as they adhere to the permit stipulations. The permit language mentions that sediment and vegetation removal are generally permitted under NWP 27. This project's permit falls under Nationwide Permit 27: Aquatic Habitat Restoration, Enchancement, and Establishment Activities. The permit language states that if greater than or equal to 1/10 of an acre (4,356 Square Feet) is permanently altered, then mitigation would need to be implemented at a 1:1 ratio. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Please see the attached Nationwide Permit 27 Document for more information.

Question 12: Have you performed any testing of the material within the dredging area to ensure there are no contaminants?
Response: Yes, this analysis has been performed. A report with a summary of the analysis is provided as an attachment to this addendum.

Question 13: Is there existing topography of staging area and canal?
Response: There is publicly available LiDAR elevation data (published by the US Geological Survey in 2010) of the material staging area. The afformentioned LiDAR data was used in design, and can be provided to the awarded contractor upon request. To the best of the project team's knowledge, there are no significant variation in the LiDAR elevation data and current elevations of the staging area. Detailed bathymetry data of the canal were not collected. However, the canal is generally 5-8 feet deep depending on seasonal water levels and tides.

Question 14: Is the volume estimate associated with Bid Item No. 4, "Dredging and Material Disposal (210-C)" based on the design dredge template?

Response: The estimated volume associated with Bid Item No. 4 is based on the template outlined by a bottom elevation of -5 ft NAVD 88 having a 20 foot bottom width and sloping up at a 5:1 (horizontal:vertical) side slope to existing grade (as shown on C-301 through C-309 on the design drawings).

Question 15: Is there any overdredge that is paid?
Response: Yes, see Question 10.

Question 16: Is there a tolerance that is plus and minus?
Response: See the response to Question 10.

Question 17: That volume is a hard number and if it takes more than that to achieve design then the contractor would have to burden the cost?
Response: The Owner would pay for the volume of dredged material removed from within the permitted dredge template. The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The data collected in the pre-dredging survey will be used to re-evaluate the estimated quantity for Bid Item No. 4, "Dredging and Material Dispoal (210-C)." Additonal items of work necessary for the completion of this contract may be added by Change Order per Item VIII - Special Provisions item 8 (page 23).

See page 11 of the project manual, which states: "The quantities for bid items listed on the proposal shects are estimated quantities. Payment ot 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 herin provided".

Question 18: Will the pre-bid attendee list be released?
Response: Yes, the pre-bid sign-in sheet and virtual attendee list are provided as an attachment to this addendum.

Question 19: Is there any provisions to the apple snail, or anything specific that we would need to do to address this?
Repsonse: Use best management practices as practical. Annual removal and spraying has been initiated upstream. Contractor may eradicate eggs as they are encountered, and is required to report sightings to the City.

Question 20: Is there any additional dredge surveys after clearning and grubbing or are we working off of volumes from the design survey?
Response: The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The estimated quantity for Bid Item No. 4, "Dredging and Material Disposal (210-C) was calculated based on the design survey, but the contractor will be paid based on the total volume removed between the Pre-Dredging Survey grade and the Post-Dredging Survey grade (material removed from within the permitted dredge template).

Question 21: Is box cutting permitted?
Response: As long as the Contractor can form that to the dredge template.

Question 22: How old is hydro survey data?
Response: The elevation data were collected in July/August of 2021. See the dredging notes on sheet G-002 of the drawings.

Question 22: Can you send plans and specs electronically?

Response: A prospective bidder may request an electronic version of the plans from the engineer. If the prospective bidder is interested in bidding the project, they may mail to -or drop off a check at- the Moffatt & Nichol office. The Project Manual can then be provided to the prospective bidder.

Question 23: Will you be emailing all amendments to everyone that's signed up?
Response: All addenda will be emailed to each person on the pre-bid meeting sign-in sheet and virtual attendees list. All addenda will also be placed on the City's bid website (https://www.cityofmobile.org/bids/).

Announcement: Contractors may pick up drawings from the Moffatt & Nichol office in downtown Mobile. Bring a $100 check. If the prospective contractor returns the plans and specs within 10 days of bid opening, the check will be returned or shredded based on the prospective Contractors preference.

Attachments:

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1. Pre-bid meeting sign-in sheet
2. Sediment Sampling Report
3. Pre-bid meeting presentation
4. Nationwide Permit 27 Document: Aquatic Habitat Restoration, Enhancement, and Establishment Activities

ADDENDUM NO. 02

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

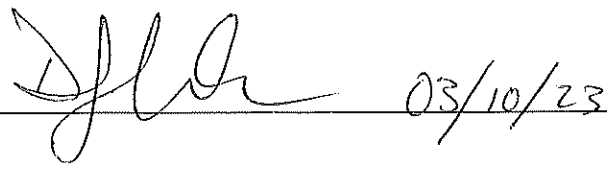
Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 10, 2023



General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be based on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

Questions and answers from bid questions submitted by contractors after the mandatory pre-bid meeting and before the question closing date:

Question 1: Would it be acceptable to submit copies of the bid documents and bid bond at bid time if the originals were in the mail? Or would emailed bids be acceptable?

Response: Per the contract documents: "Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza."

Question 2: Is there any possibility that the bid date could get pushed back a week?

Response: The bid opening date will not be extended.

Changes to the Contract Specifications:

1. On page 41 of the Specifications, the following paragraph shall be added to the end of item 8., "SECTION 600, MOBILIZATION, SUB-SECTION 600.01:

"The Contractor shall provide weekly, safe, and reasonable means of transportation to and from the marine work sites, staging areas, and other work areas for the Owner, Engineer, or their authorized representatives for the duration of the Work. Engineer authorized representative may be present up to several days per week during active construction. The schedule and pickup location shall be arranged by the Engineer/authorized representative and the Contractor prior to mobilization. The Contractor shall provide a boat with an operator for the exclusive use of the Owner, Engineer, or their authorized representatives to tour the Project Site during the Work. The boat shall have up to six (6) passenger capacity with PFDs as required, Coast Guard certified, operable marine radio, all safety equipment required by the Coast Guard for the size and type of that boat, and adequate draft to access all areas of the Project Site. The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within forty-eight (48) hours."

ATTACHMENT “H”

USACE & ADEM PERMITS

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Nationwide Permit, File Number SAM-2021-00187-JCC, City of Mobile, Three Mile Creek

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

This letter is in response to your request for verification of Department of the Army Nationwide Permit (NWP) authorization to hydraulically restore Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC, which should be referred to in any future correspondence with this office concerning this project. The project is located in Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States, including wetlands, under our regulatory jurisdiction. The project activities include the hydraulic removal of approximately 20,500 cubic yards of accumulated sediment and vegetation from a segment of Three Mile Creek for the re-establishment of water flow through the original channel. The work area would include approximately 1,800 linear feet (4.1 acres) of the creek, which varies in width from between 20 feet to 100 feet. The creek will be excavated to a depth of -5ft NAVD88, and the side slopes will measure approximately 5:1 at completion. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the hydraulic restoration area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by NWP 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities,* in accordance with 33 CFR Part 330 of our regulations. This NWP and associated Regional and General Conditions are attached for your review and compliance.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2022. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Your use of this NWP is subject to the following special conditions:

a. The activity shall be conducted in accordance with the information submitted and meets the conditions applicable to the NWP, as described at Parts B and C of the NWP Program and State Regional Conditions.

b. Within 30 days of completion of the work authorized, the attached Compliance Certification must be completed and submitted to the USACE.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

e. The permittee must implement and maintain appropriate, effective Best Management Practices (BMPs) for prevention and control of nonpoint sources of pollutants during and after project implementation. The permittee, at a minimum, must implement applicable effective BMPs as provided in the "*Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, July 2018*" published by the Alabama State Soil and Water Conservation Committee. The document may be accessed online at www.alconservationdistricts.gov/resources/erosion-and-sediment-control/.

f. The disposal of sediment, trees, brush and other project related debris in any wetland, stream corridor or other surface water is prohibited. Trees, brush, other debris, excess soil and other materials generated from project construction must be removed to an upland disposal area.

g. It is the permittee's responsibility to ensure the contractors working on this project are aware of all general and special permit conditions.

h. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-3262 or (251) 690-2658, and the U.S. Fish and Wildlife Service in Daphne, (251) 441-5181.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended that you coordinate with us prior to proceeding with the work.

You are receiving an electronic copy only of this verification letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; and to the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at http://www.sam.usace.army.mil/Missions/Regulatory.aspx, and please take a moment to complete our customer satisfaction survey. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:21:32 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this nationwide permit (file number SAM-2021-00187-JCC) are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ _____

(TRANSFEREE) (DATE)

COMPLIANCE CERTIFICATION

US Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

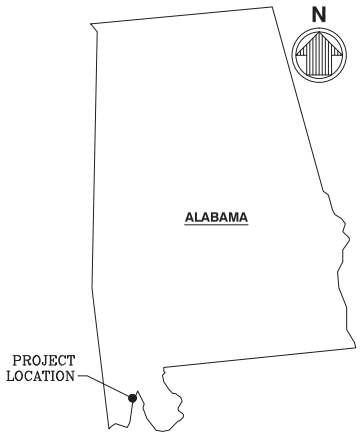
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit including any general or specific conditions, and the required mitigation was completed in accordance with the permit conditions and documentation required by 33 CFR 332.3(l)(3) has been provided to this office.

_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
KOFFATT & NICHOL
Date: 2021-09-30
Mobil Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

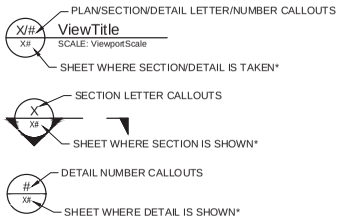
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONOY
MCPHATTER & NICHOL

Date: 2021-09-30
MBA Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev. -

11 N. WATER ST.
SUITE: 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-002
INDEX: 2 OF 9

456



LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- HYDRAULIC RESTORATION AREA

NOTE

1. CONTRACTOR HAUL ROUTES FALL WITHIN CITY ROW AT ENDS OF BIZZEL ST AND PATTON AVE. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

120' 0' 120' 240'

SCALE: 1"=120'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

OVERALL & SITE ACCESS PLAN

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-101

INDEX: 3 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Drawn by: GS
Mott MacDonald Project No. 10456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

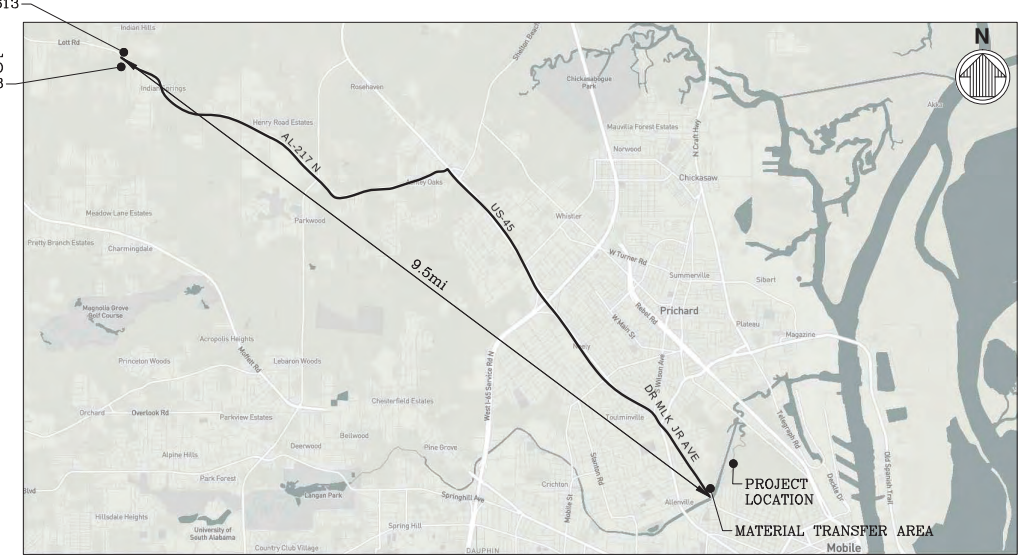
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2606

SEAL

Sheet Reference No.
G-102
INDEX: 4 OF 9

BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS



ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

MATERIAL DISPOSAL SITES

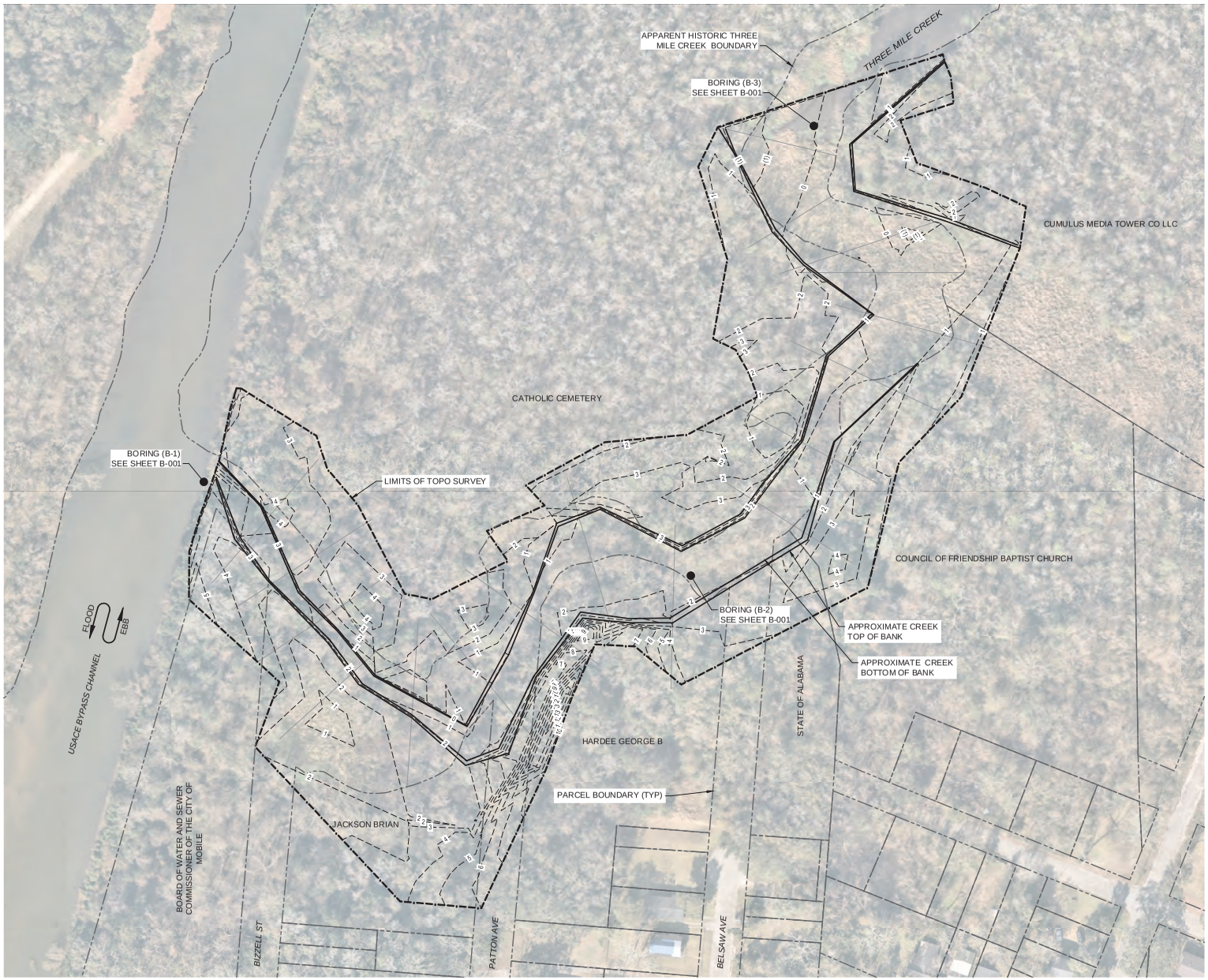
Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
MOFFATT & NICHOL
Date: 2021-09-30
Rev: -
MBA Project No. 10456.02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



LEGEND

PARCEL BOUNDARIES

CONTOURS

BORING DATA		
BORING ID	**NORTHING**	**EASTING**
B-1	1789469.4	257793.7
B-2	1790065.6	257678.9
B-3	1790216.2	258229.4

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

EXISTING CONDITIONS PLAN

Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY
MCPHATT & NICHOL
Date: 2021-09-30
MBA Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev. -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
V-101
INDEX: 6 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 6.4 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1
BORING LOCATION: FOOT OF PLUG
N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS.
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				8.1		
			Black organic silt and clay	3								
			Gray sand with some silt	4								
	5											
	10											
	15											

Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 6.4 FT

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: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/13/21
BORING DEPTH: 10 FT.
BORING ELEV.: 1.6 FT.
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2
BORING LOCATION: MIDDLE OF PLUG
N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS.
	0		Water									
0			Gray silty sand w/ organics	1		46				14.5		
	5		Dark gray silty clay w/ organics	2		79				60.5		
-5			Gray sandy clay w/ organics & light gray sand	3		72				47.4		
			Light gray sand with some silt	4								
-10	10											
	15											

Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10 FT

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: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 10.5 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3
BORING LOCATION: HEAD OF PLUG
N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS.
	0		Water									
	5		Gray silty clay w/ organics	1		148				83.3		
			Light gray sand with some silt	2								
	10											
	15											

Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10.5 FT

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:

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE AL ABAMA

Mark	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

SOIL BORING LOGS

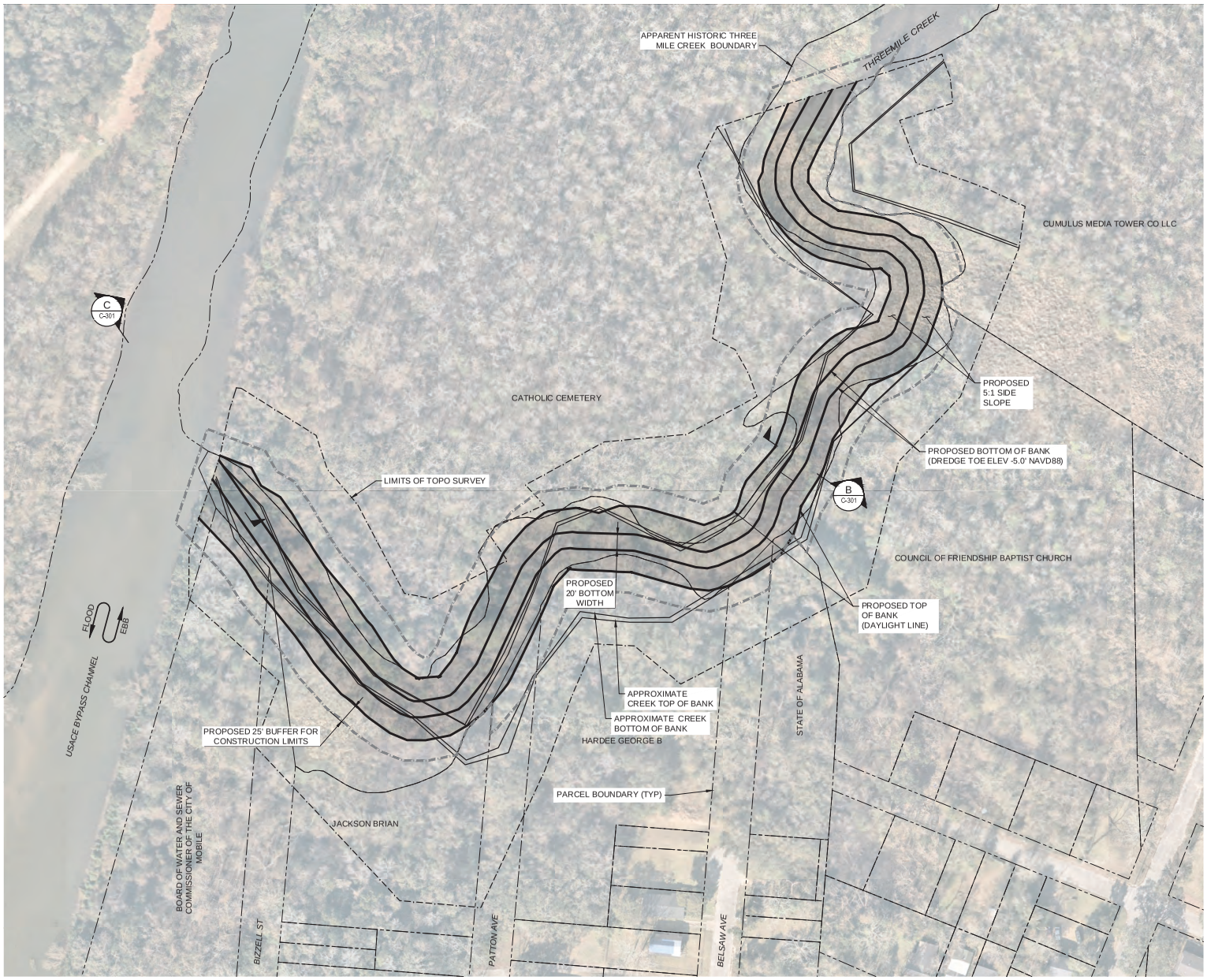
Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY McPHATTER NICHOL

Date: 2021-09-30
Rev: -
Mitch Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
B-001
INDEX: 7 OF 9



NOTE

1. MATERIAL FROM THE DREDGING OPERATIONS SHALL BE DISPOSED WITHIN THE DISPOSAL SITES AS DESIGNATED ON SHEET G-103 OR OTHER APPROVED LOCATION.

LEGEND

- PARCEL BOUNDARIES
- HYDRAULIC RESTORATION AREA
- LIMITS OF CONSTRUCTION

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

PROPOSED DREDGING SITE PLAN

Rev.	Description	Date	Appr.
	Mark		

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 164564-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0.SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2606

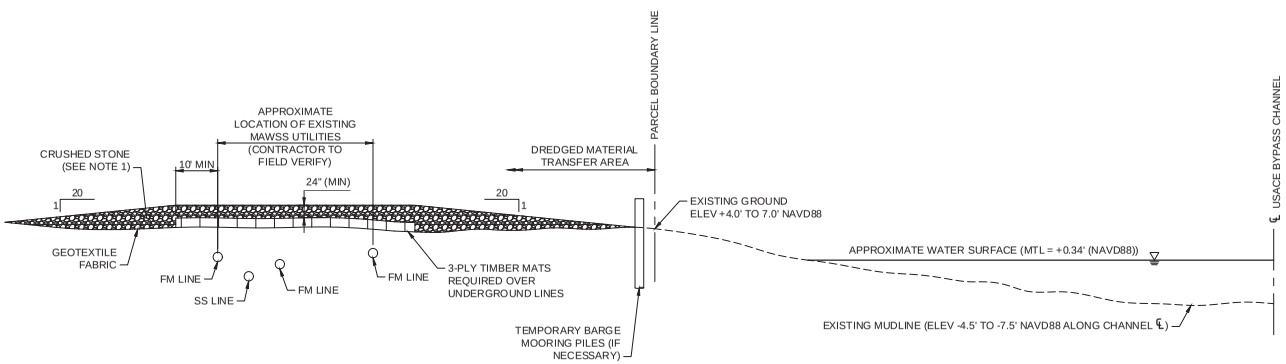
SEAL

Sheet Reference No.
C-101
INDEX: 8 OF 9

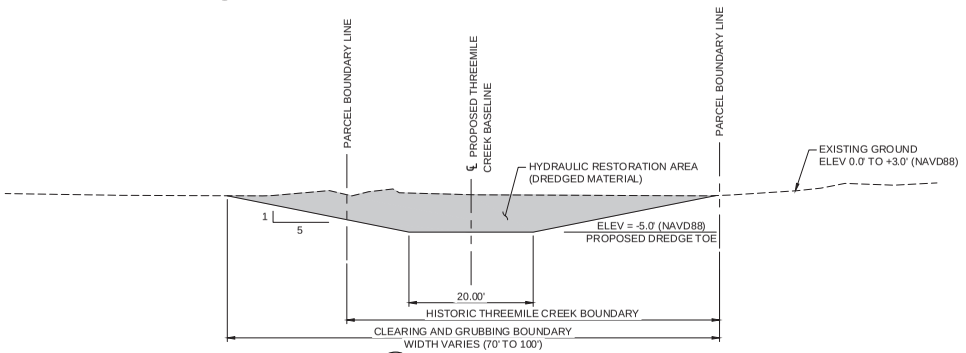
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

NOTES

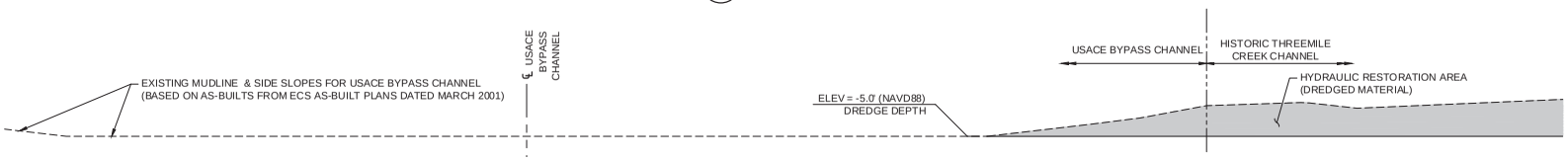
1. THE CROWN RAMP OVER THE EXISTING PIPELINES SHALL CONSIST OF CRUSHED STONE FOR FULL WIDTH AND LENGTH OF RAMP. CRUSHED STONE MATERIAL SHALL BE PLACED IN ACCORDANCE WITH ALDOT SPECIFICATIONS BY POSITIVE MECHANICAL MEANS AND COMPACTED IN LIFTS NOT TO EXCEED 8" OF COMPACTED THICKNESS.



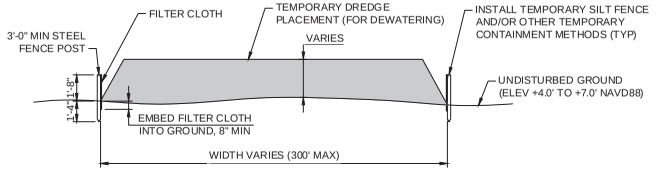
A G-101 MATERIAL TRANSFER AREA (BURIED UTILITIES CROSSING) - TYPICAL SECTION
SCALE: NTS



B C-101 DREDGING - TYPICAL SECTION
SCALE: NTS



C C-101 DREDGING @ BYPASS CHANNEL - SECTION
SCALE: NTS



D G-101 TEMPORARY DREDGE PLACEMENT - TYPICAL SECTION
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TYPICAL SECTIONS

Designed by: CG
Drawn by: CG
Checked by: GIS
Reviewed by: -
Submitted by: GERALD GONGY MOFFATT & NICHOL
Date: 2021-09-30
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
C-301
INDEX: 9 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Mark	Description	Date	Appr.

Designed by: GS
Drawn by: CS
Date by: MBS
Reviewed by: JH
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-12-20
M&N Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
C-401
INDEX: 18 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



LEGEND

- PARCEL BOUNDARIES
- CONTOURS
- TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA AND/OR HYDRAULIC RESTORATION AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

60' 0' 60' 120'

SCALE: 1"=60'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

No.	Description	Date	Appr.
Mark			

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 2 OF 2

Designed by: GS
Drawn by: CS
Checked by: KMS
Reviewed by: JH
Date: 2021-12-20
Submitted by: GERALD SONGY
MOFFATT & NICHOL
Mott's Project No. 194566-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev: -

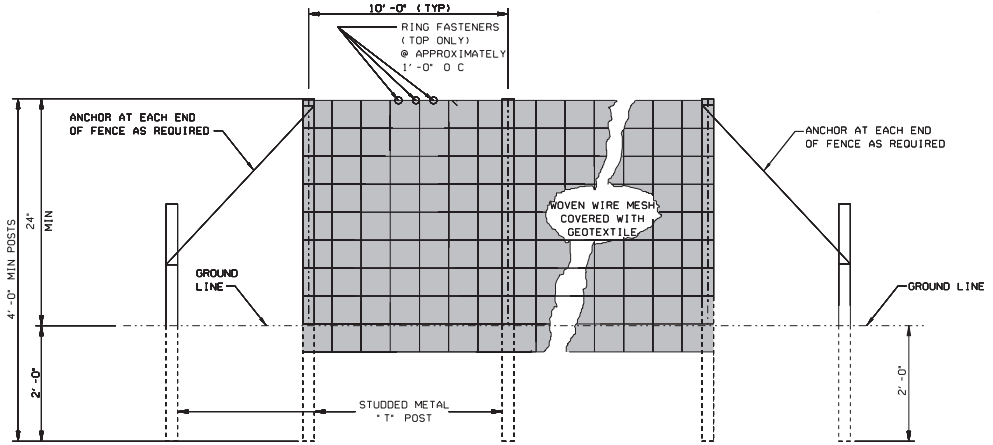
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

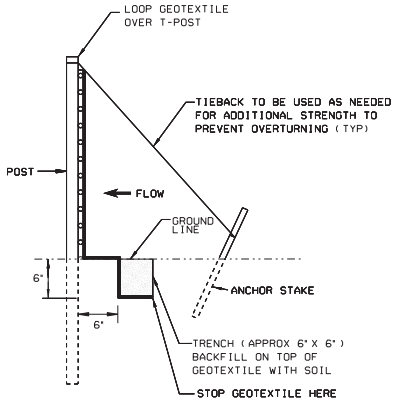
Sheet Reference No.
C-402
INDEX: 19 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

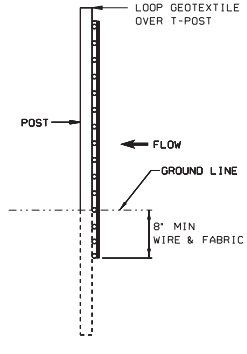
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

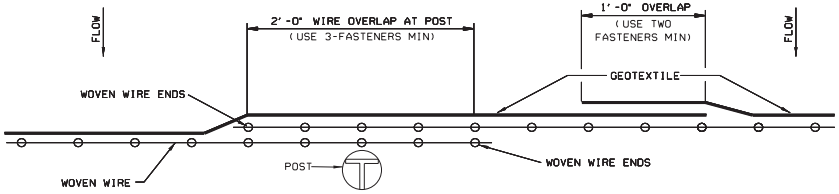


METHOD I



METHOD II
MECHANICAL INSTALLATION

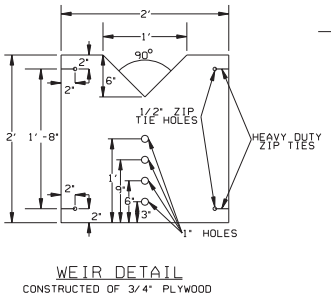
SIDE VIEW



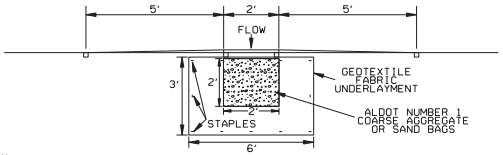
PLAN VIEW

REQUIRED LAPPING

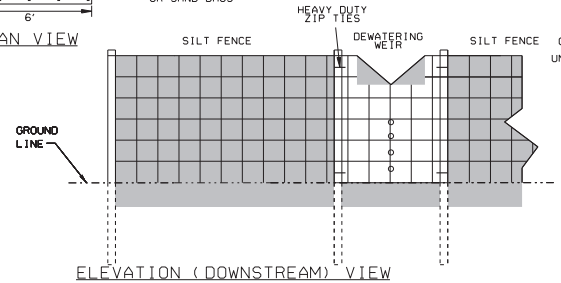
NOTES:
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

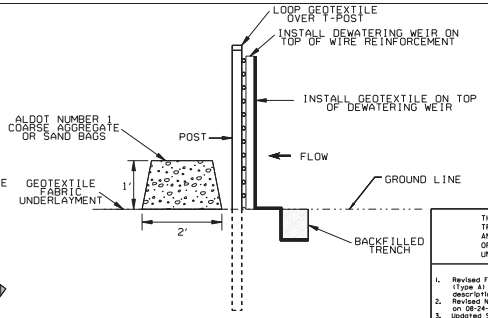


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS
1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

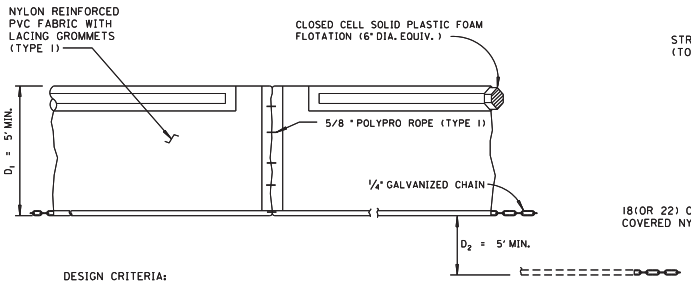
DETAILS OF SILT FENCE INSTALLATION

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4
INDEX NO: 66508

NOT TO SCALE

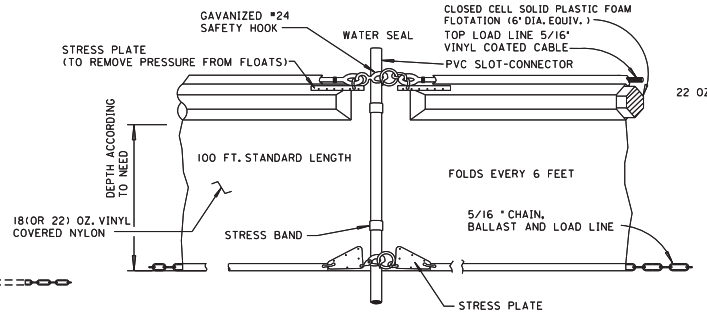
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

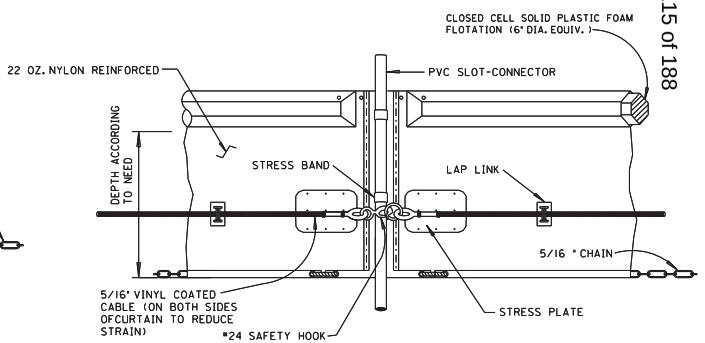
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

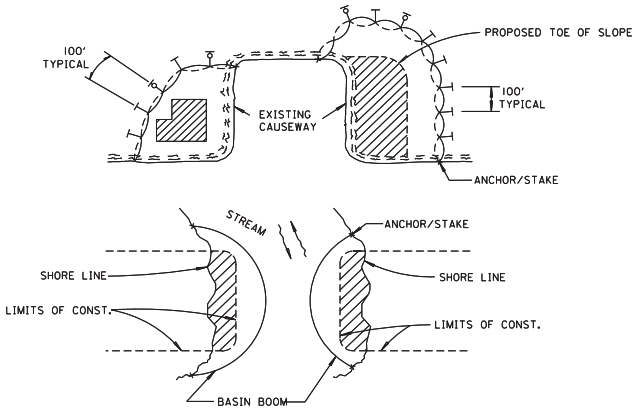
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

FLOATING BASIN BOOM

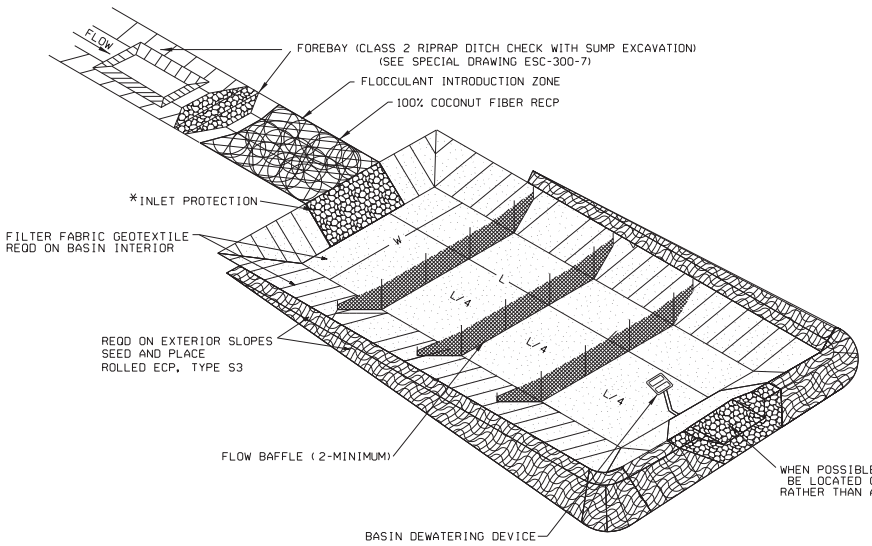
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-501

INDEX NO: 66529

NOT TO SCALE

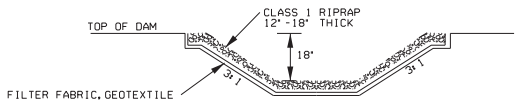
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

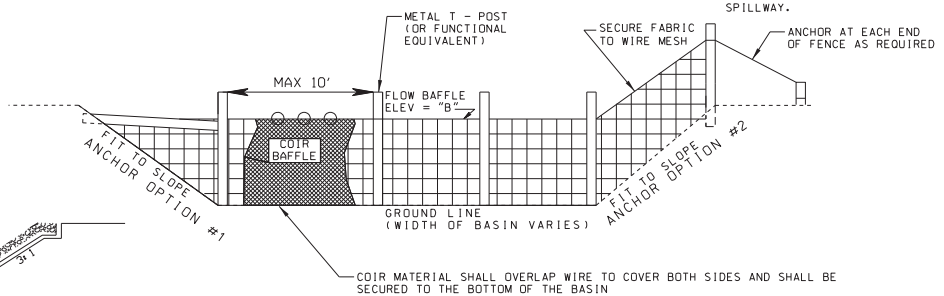
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

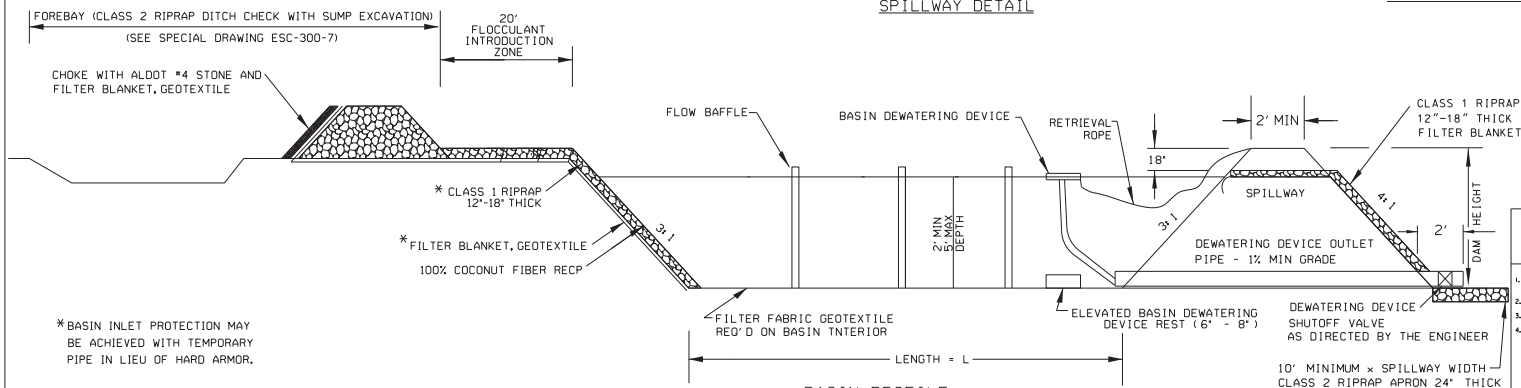


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West, Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:22:50 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

U S Army Corps of Engineers

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – March 19, 2017

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of an intact aquatic habitat or riparian area of the same type that exists in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: The removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; reestablishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement

between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities: (1) Activities conducted on non- Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies; (2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency. However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

A. **Regional Conditions**

1. **Alabama Water Quality Certification Special Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

2. **Alabama Coastal Zone Managment Conditions:**
A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.

B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.

C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. **Mississippi Regional Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

B. **Nationwide Permit General Conditions**

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

☐ 1. **Navigation**.

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the

Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas**. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds**. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material**. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes**. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments**. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows**. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains**. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment**. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls**. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills**. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance**. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project**. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers**.

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

☐ 17. **Tribal Rights**. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

☐ 18. **Endangered Species**.

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which ''may affect'' a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If preconstruction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ''may affect'' or will have ''no effect'' to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) f the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

☐ 19. **Migratory Birds and Bald and Golden Eagles**. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether ''incidental take'' permits are

necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ 20. **Historic Properties**.

☐ (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

☐ (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non- Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non- Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ 21. **Discovery of Previously Unknown Remains and Artifacts**. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ **22. Designated Critical Resource Waters**. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment,

additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

☐ **23. Mitigation**. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to- replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in

waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ **24. Safety of Impoundment Structures**. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ **25. Water Quality**. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ **26. Coastal Zone Management**. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ **27. Regional and Case-By-Case Conditions**. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ **28. Use of Multiple Nationwide Permits**. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ **29. Transfer of Nationwide Permit Verifications**. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

☐ **30. Compliance Certification**. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

☐ (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ **31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ''USACE project''), the prospective permittee must submit a preconstruction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ **32. Pre-Construction Notification**.

☐ (a) **Timing**. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ''no effect'' on listed species or ''no potential to cause effects'' on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional

general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1⁄10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and

☐ (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1⁄2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in

excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1⁄2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1⁄2- acre.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1⁄10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental

effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

☐ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. **Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. **Definitions**

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term ''discharge'' means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

I**ntermittent stream**: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States. Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of ''open waters'' include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of ‘‘waterbodies’’ include streams, rivers, lakes, ponds, and wetlands.

LANCE R. LEFLEUR
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March 6, 2017

Colonel Jim DeLapp
Commander, Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: U. S. Army Corps of Engineers 2017 Nationwide Permits (NWPs) Program
Mobile District Notice: SAM-2016-00407-MBM
ADEM Tracking Code: 2016-301-FC-FAA-COE

Dear Colonel DeLapp:

The Alabama Coastal Area Management Program (ACAMP) was developed by the state of Alabama in accordance with the passage and codification of the 1976 Alabama Coastal Area Act (Act No. 534) in order to manage certain land and water activities within the Alabama Coastal Area (Coastal Area). The ACAMP derives authority from Act No. 534 and the 1982 Alabama Environmental Management Act (Act No. 82-612) for the purpose of promoting, improving, and safeguarding the lands and waters located in the Coastal Area of the state through a comprehensive and cooperative program designed to preserve, enhance, and develop such valuable resources for the present and future well-being and general welfare of the citizens of the state. Act No. 534 adheres to the federal rules and regulations established by the Coastal Zone Management Act of 1972, as amended and as such, the ACAMP is a federally-approved coastal program and receives financial benefits in the form of federal grants for its implementation, *(USC 16 §§1451-1466)*. The Coastal Area is defined as the area that lies between the continuous 10-foot contour in Mobile and Baldwin counties seaward to the outer limits of the United States territorial sea *(Code of Alabama 1975 §9-7-10(1))*. The 10-foot contour refers to a continuous line on a map joining points of equal elevation above mean sea level.

The ACAMP is implemented by two state agencies: the Alabama Department of Conservation & Natural Resources (ADCNR) and the Alabama Department of Environmental Management (ADEM). ADCNR is responsible for administration, planning, and public engagement functions, while ADEM is responsible for permitting, monitoring, and regulatory functions. Under its regulatory authority, the ADEM reviewed - for consistency with the ACAMP - each of the above referenced new, modified, and reissued NWPs which were advertised in the 06 January 2017 publication of the Federal Register. As a part of its review, the ADEM considered all materials submitted and associated with 2017 NWP program proposal, including comments submitted by the public.

The NWPs listed below have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions described herein and are therefore categorically certified to be **consistent with the ACAMP** - pursuant to ADEM Administrative Code 335-8-1-.03(4).

1. **Aids to Navigation**
No additional coastal consistency conditions.

2. **Structures in Artificial Canals**
The permittee shall obtain all appropriate authorizations required by the Alabama Department of Conservation and Natural Resources – State Lands Division (ADCNR-SLD) prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. Maintenance

A. Activities authorized under Nationwide Permit 3 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

5. Scientific Measurement Devices

A. Activities authorized under Nationwide Permit 5 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

6. Survey Activities

No additional coastal consistency conditions.

7. Outfall Structures and Associated Intake Structures

A. Activities authorized under Nationwide Permit 7 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. There shall be no placement of new riprap in previously unarmored areas.

C. There shall be no construction of new outfall and/or intake structures on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.

D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

8. Oil and Gas Structures on the Outer Continental Shelf

No additional coastal consistency conditions.

9. Structures in Fleeting and Anchorage Areas

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

11. Temporary Recreational Structures

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

12. Utility Line Activities

A. The permittee shall submit a copy of the Pre-Construction Notification (PCN) required by the Corps to the ADEM Mobile-Coastal office.

B. Activities authorized under Nationwide Permit 12 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.

C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.

D. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 12. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

14. Linear Transportation Crossings

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no placement of permanent fill in wetlands as part of new construction or expansions of multiple unit residential, commercial, or institutional developments.
C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
D. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

15. U.S. Coast Guard Approved Bridges

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

16. Return Water from Upland Contained Disposal Areas

A. The permittee shall ensure the salinity of return waters from dredge disposal sites is similar to the salinity of the receiving waters.
B. The discharge from the upland contained disposal area(s) shall not cause a violation of State water quality standards or applicable conditions of the State Clean Water Act Section 401 Water Quality Certification.

17. Hydropower Projects

No additional coastal consistency conditions.

18. Minor Discharges

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office. The PCN must include a copy of the legal plat.
B. There shall be no dredging or filling of wetlands, except on legally platted lots or parcels in existence on or before 14 August 1979.
C. Activities authorized under Nationwide Permit 18 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
D. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

19. Minor Dredging

A. Activities authorized under Nationwide Permit 19 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. Dredging is prohibited in the Gulf of Mexico or Pelican Bay in an area from the ADEM Construction Control Line to a point 1,500 feet seaward of Mean High Tide.

C. Dredging is prohibited in the Gulf of Mexico in an area from the City of Gulf Shores Construction Control Line to a point 1,500 feet seaward of Mean High Tide.
D. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

20. Response Operations for Oil and Hazardous Substances
The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 20. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

22. Removal of Vessels
A. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 22. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.
B. Vessel removal related to a catastrophic natural disaster (e.g. hurricane, discrete flooding event, etc.) is not authorized during the time an applicable Temporary State/Regional General Permit for Emergency Vessel Removal related to the natural disaster recovery is in effect.

23. Approved Categorical Exclusions
No additional coastal consistency conditions.

25. Structural Discharges
A. Activities authorized under Nationwide Permit 25 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities
A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

28. Modifications of Existing Marinas
A. The permittee shall submit notification to the ADEM Mobile-Coastal office prior to reconfiguration of existing docking facilities at marinas having 10 or more wet slips.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

31. Maintenance of Existing Flood Control Facilities
No additional coastal consistency conditions.

32. Completed Enforcement Actions
No additional coastal consistency conditions.

33. Temporary Construction, Access and Dewatering
No additional coastal consistency conditions.

35. Maintenance Dredging of Existing Basins

A. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

36. Boat Ramps

A. Activities authorized under Nationwide Permit 36 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. There shall be no construction of boat ramps on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

37. Emergency Watershed Protection and Rehabilitation

No additional coastal consistency conditions.

38. Cleanup of Hazardous and Toxic Waste

No additional coastal consistency conditions.

45. Repair of Uplands Damaged by Discrete Events

A. Activities authorized under Nationwide Permit 45 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

46. Discharges in Ditches and Canals

No additional coastal consistency conditions.

48. Commercial Shellfish Aquaculture Activities

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office, ADCNR Marine Resources Division, and the ADCNR-SLD.
B. Activities structures authorized under Nationwide Permit 48 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources. The permittee may be required to submit a submersed grassbed survey to the ADEM Mobile-Coastal office prior to commencement of work.
C. There shall be no placement or addition of fill onto State-Owned Submerged Lands.
D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

53. Removal of Low-Head Dams

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. The permittee shall undertake the restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 53. Disturbed areas must be restored to preproject elevations and wetland areas must be revegetated.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

Recognizing that projects are site specific in nature and scope and that conditions may change during project implementation, the ADEM reserves the right to require a permittee to submit additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure that

activities authorized under one or more NWPs are being conducted in a manner that protects water quality and coastal resources.

This categorical certification addresses activities which are regulated under the enforceable policies of the ACAMP as codified in ADEM Admin. Code R. 335-8 and does not, in any way, imply that those activities would therefore comply with the requirements of any other jurisdictional entity. This categorical certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purport to vest in any applicant title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State that may be in an applicant's possession.

The following NWPs have been found to be inconsistent with the ACAMP and are not authorized for use within the coastal area of Alabama without individual review of the applicant's certification of coastal consistency.

10. Mooring Bouys
13. Bank Stabilization
21. Surface Coal Mining Activities
24. Indian Tribe or State Administered Section 404 Programs
26. Reserved
29. Residential Developments
30. Moist Soil Management for Wildlife
34. Cranberry Production Activities
39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
47. Reserved
49. Coal Remining Activities
50. Underground Coal Mining Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
54. Living Shorelines

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

ASH/jsb

cc: Joy Earp, USACE (Sent Via Email Only: Joy.B.Earp@usace.army.mil)
Phillip Hinesley, ADCNR (Sent Via Email Only: Phillip.Hinesley@dcnr.alabama.gov)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
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adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

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August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01	Excavated Boat Slips
ALGP-03	Dredging
ALGP-04	Debris Removal
ALGP-05	Piers and Pile-Supported Structures
ALGP-07	Boat Ramps and Marine Ways
ALGP-11	Shoreline and Bank Stabilization and Protection
ALGP-13	Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE LANDS DIVISION
PATRICIA POWELL MCCURDY
DIRECTOR

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

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

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Alabama Regional General Permit, File Number SAM-2021-00187-JCC, City of Mobile, USACE Bypass Channel

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

Reference is made to your request for a Department of the Army permit to perform maintenance dredging on the USACE Bypass Channel adjacent to Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC which should be referred to in all future correspondence with this office concerning this project. The project is located in the USACE Bypass Channel and Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States under our regulatory jurisdiction. The project activities will include the hydraulic removal of a maximum of 1,000 cubic yards of sediment from approximately 1,000 linear feet (3 acres) of the USACE Bypass Channel immediately adjacent to the Three Mile Creek restoration area. This section of the channel was previously-maintained to depths of between -6 and -7 feet below mean high water. Dredging would be limited to the removal of sediment which has accumulated since the last maintenance event, and the depth of dredging would not exceed that of the original design of the project. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the dredge area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by Alabama Regional General Permit (ALGP), ALGP-03, *Dredging,* in accordance with the 2021 ALGP Program. The ALGP(s) and associated conditions are attached for your review and compliance.

This verification is valid until the scheduled expiration date of September 30, 2026. However, if you have commenced or are under contract to commence the permitted activity before September 30, 2026, you will have 12 months from that date to complete the activity under the terms and conditions of the 2021 ALGP Program.

Your use of the Alabama Regional General Permit(s) (ALGP) is subject to the following special conditions:

a. The activity shall be conducted in accordance with the attached drawings and meet all conditions applicable to the 2021 ALGP Program.

b. The Mobile District must be notified of the commencement and completion of the authorized work. The attached commencement and completion forms may be used for that purpose.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

e. Best management practices shall be implemented to minimize the loss of turbidity to adjacent waters of the United States. Appropriate turbidity and siltation control measures must be used during construction and maintained in effective operating condition until conditions have returned to normal.

f. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-2658 and the U.S. Fish and Wildlife Service in Daphne (251) 441-5181.

g. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the

commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended you coordinate with us prior to proceeding with the work.

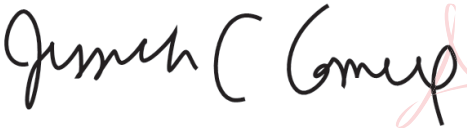
It is the responsibility of the permittee to coordinate this activity with the Alabama Department of Conservation and Natural Resources, State Lands Division, for any approvals, riparian easements, and/or fees that may be required for impacting public submerged lands at: Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section, 31115 Five Rivers Boulevard, Spanish Fort, Alabama 36527, (251) 621-1238.

The U.S. Coast Guard (USCG) has requested we include the following statements in our authorizations: In order for the Coast Guard to give proper notice to the maritime community, the permitted owners, contractors, or responsible party shall contact Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, Alabama 36615, (251) 441-5166 or (251) 441-5940, 60 days prior to performing the proposed action. The permitted owners, contractors, or responsible party must also install and maintain, at the permitted owner's, contractor's, or responsible party's expense, any safety lights, signs and signals required by the USCG, through regulations or otherwise, on the permitted owner's, contractor's, or responsible party's fixed structures. To receive a USCG Private Aids to Navigation marking determination, at no later than 30 days prior to the installation of any fixed structures in navigable waters, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130, (504) 671-2124 or via email to D8oanPATON@uscg.mil. For general information related to Private Aids to Navigation, please visit the Eight CG District website at www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/.

You are receiving an electronic copy only of this letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov; and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,



Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:28:37 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this Alabama Regional General Permit (ALGP) SAM-2021-00187-JCC are still in existence at the time the property is transferred, the terms and conditions of this ALGP, including any special conditions, will continue to be binding on the new owner of the property. To validate the transfer of this ALGP and the liabilities associated with compliance with its terms and conditions, return this page to the U.S. Army Corps of Engineers, Mobile District after the transferee signs and dates below.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____
(TRANSFEREE PRINTED NAME)

5

COMMENCEMENT CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon commencement of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

Please note your permitted activity is subject to a commencement inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has commenced in accordance with the terms and conditions of the said permit.

_____ _____
Signature of Permittee Date

6

COMPLETION CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

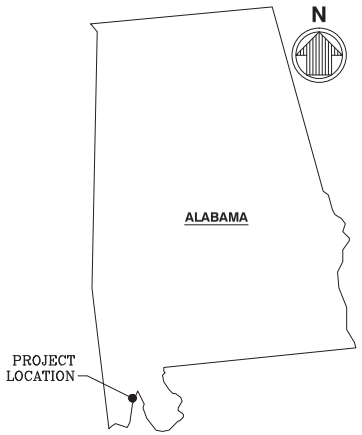
Please note your permitted activity is subject to a completion inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit.

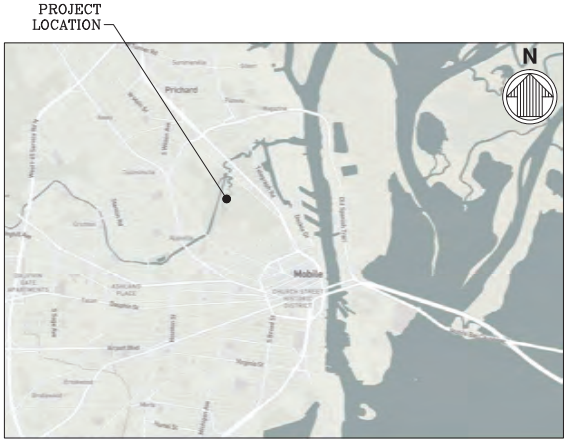
_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

Page 156 of 188

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-09-30
Mobil Project No.: 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

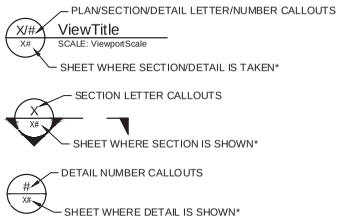
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

MOBILE AREA WATER AND SEWER SYSTEM

No.	Description	Date	Appr.
Mark			

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONOY, MURPHY & NICHOL
Date: 2021-09-30
Rev: -
MAWSS Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

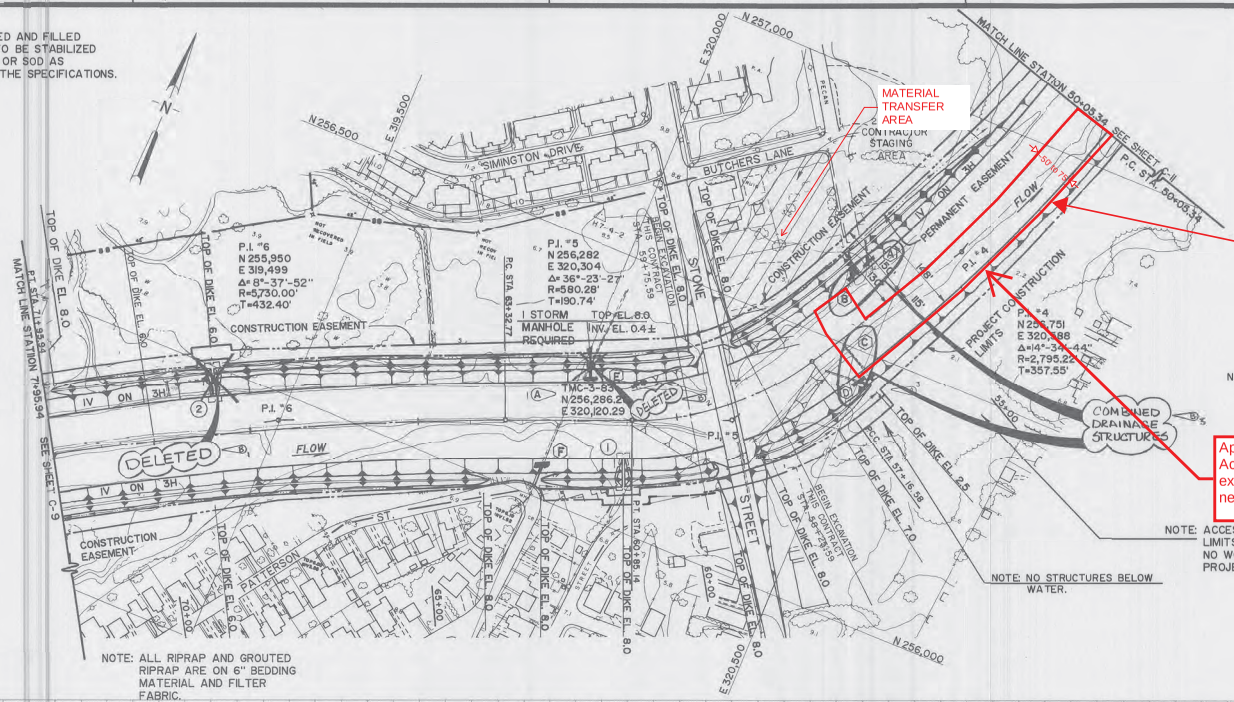
SEAL

Sheet Reference No.
G-002
INDEX: 2 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
A	3	GENERAL REVISIONS	07/08/91	CWE
B	4	AS BUILT		

NOTE: ALL DISTURBED AND FILLED AREAS ARE TO BE STABILIZED USING GRASS OR SOD AS INDICATED IN THE SPECIFICATIONS.



Previous USACE Channel Improvement Projects showed dredging/excavation disturbances down to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.

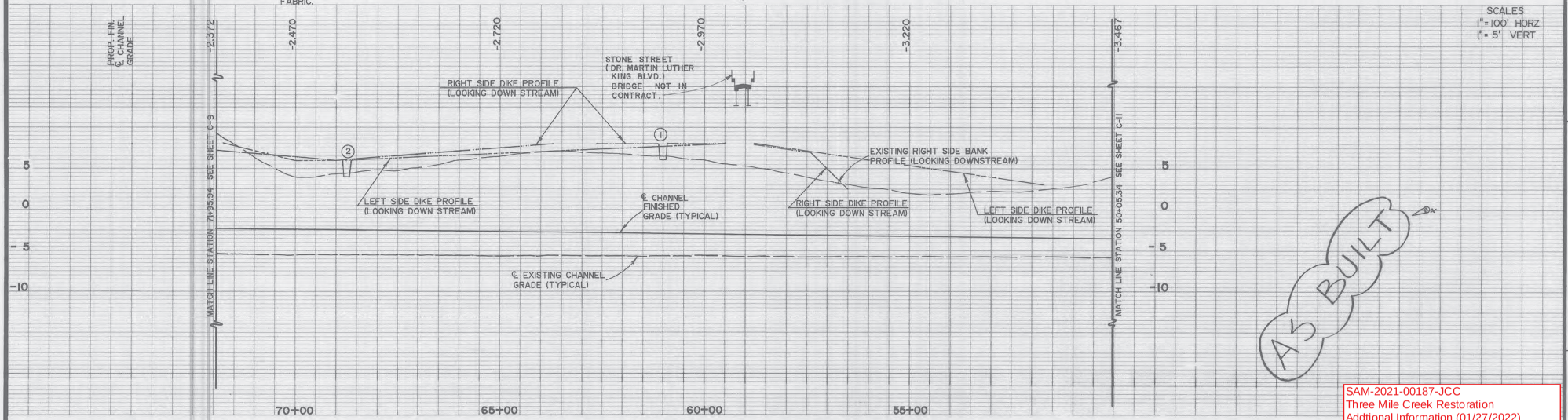
Approximate Access dredging extents (if necessary)

NOTE: BRIDGE CONSTRUCTION BY OTHERS. CONTRACTOR SHALL COORDINATE WITH LOCAL MUNICIPAL AUTHORITIES AND SHALL INTERFACE WORK THIS CONTRACT WITH WORK ACCOMPLISHED

NOTE: ACCESS EAST OF PROJECT CONSTRUCTION LIMITS DENIED NORTH OF STONE STREET. NO WORK OR TRAFFIC ALLOWED EAST OF PROJECT CONSTRUCTION LIMIT.

NOTE: NO STRUCTURES BELOW WATER.

NOTE: ALL RIPRAP AND GROUTED RIPRAP ARE ON 6" BEDDING MATERIAL AND FILTER FABRIC.



SCALES
1" = 100' HORZ.
1" = 5' VERT.

AS BUILT

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

[9] DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

(5) DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

(E) DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

VERTICAL SCALE 1" = 5'
5' 0 5 10 FT.

HORIZONTAL SCALE 1" = 100'
100' 0 100 200 FT.

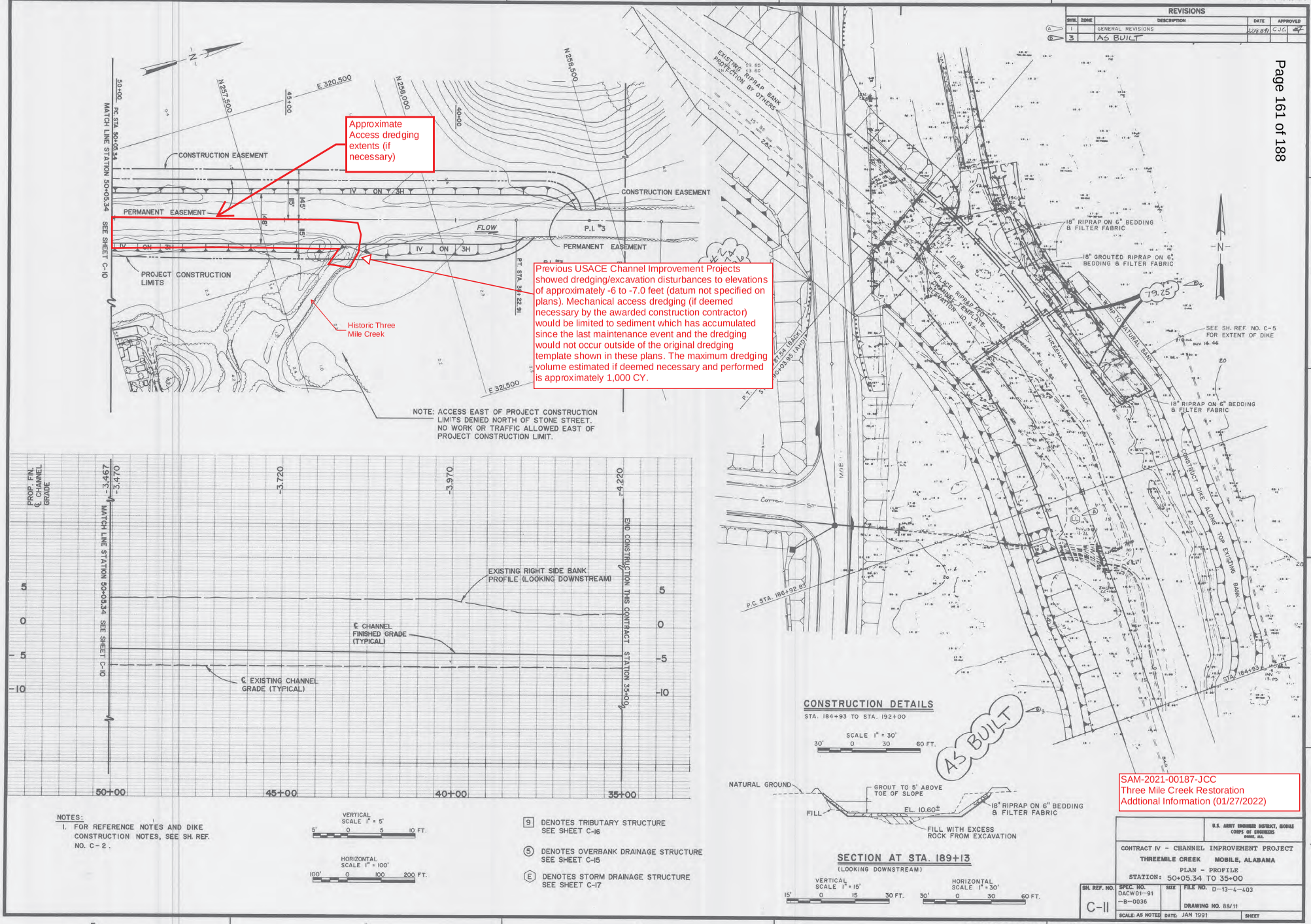
GULF COAST ENGINEERING CONSULTING ENGINEERS MOBILE, ALABAMA
U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS MOBILE, ALA.

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 71+95.94 TO 50+05.34

SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-10	DACW01-91-B-0036	D	D-13-4-402
	SCALE: AS NOTED	DATE: JAN 1991	DRAWING NO. 88/10 SHEET

Approximate Access dredging extents (if necessary)

Previous USACE Channel Improvement Projects showed dredging/excavation disturbances to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.



NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

9 DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

5 DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

E DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
1		GENERAL REVISIONS	1/5/89	CJC
3		AS BUILT		

U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 50+05.34 TO 35+00

SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-11	DACW01-91-B-0036		D-13-4-403
			DRAWING NO. 88/11
SCALE: AS NOTED	DATE: JAN 1991		SHEET

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

AMENDMENT NO. 0002



1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mobi Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

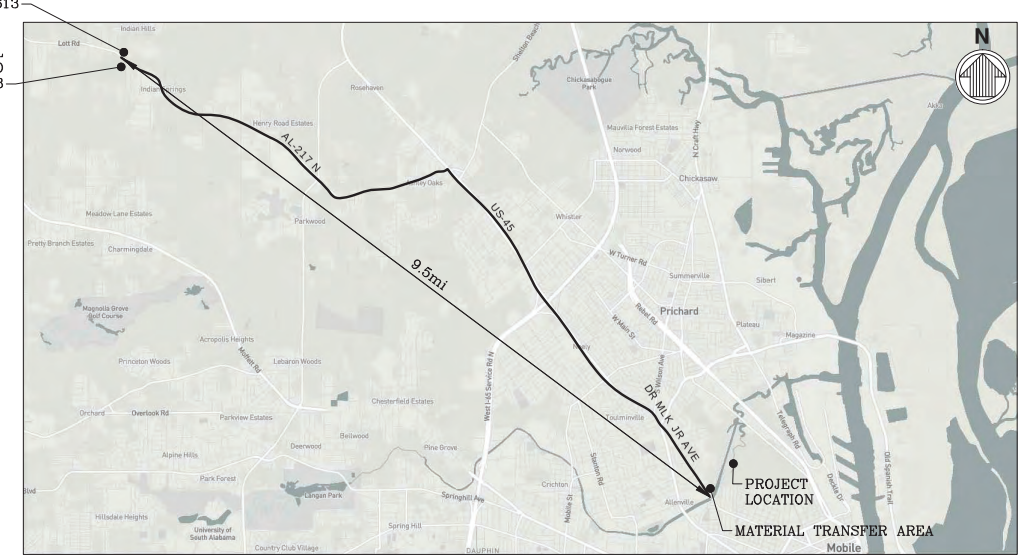
SEAL

Sheet Reference No.
G-102
INDEX: 4 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS



ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

MATERIAL DISPOSAL SITES

Date: 2021-09-30
Rev: -
Mobi Project No. 19456-02
Drawing code:
Designed by: CG
Drawn by: CG
Coin by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OHE — OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

No.	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Designed by: GS	Drawn by: GS	Date: 2021-12-20	Rev: -
Drawn by: GS	Chk'd by: MBS	Mott's Project No. 164568-02	
Reviewed by: JH		Drawing code:	
Submitted by: GERALD SONGY MOFFATT & NICHOL		Drawing Scale: AS NOTED	
		Plot scale: 1:1 (0 SHEET)	

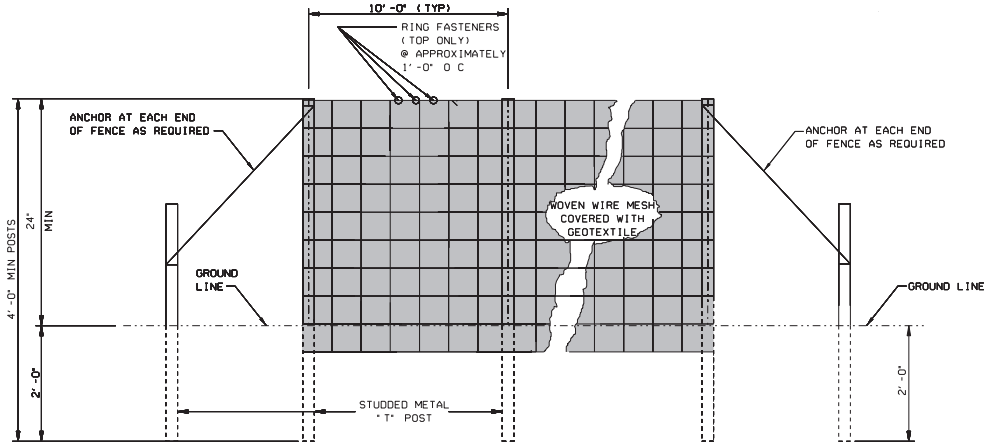
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006
moffatt & nichol

SEAL

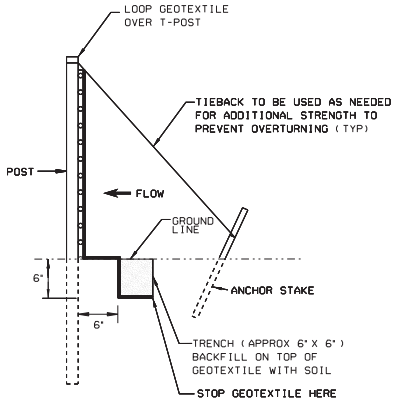
Sheet Reference No.
C-401
INDEX: 18 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

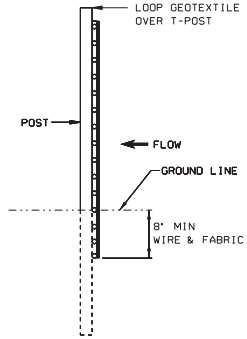
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

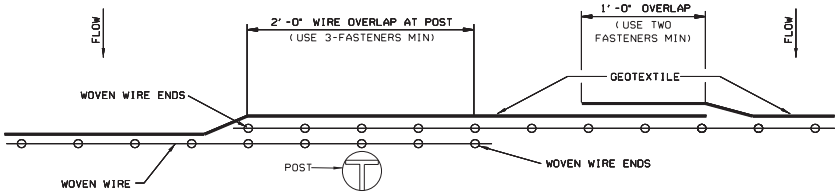


METHOD I



METHOD II
MECHANICAL INSTALLATION

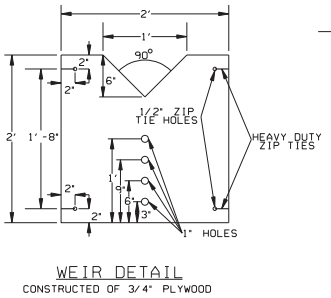
SIDE VIEW



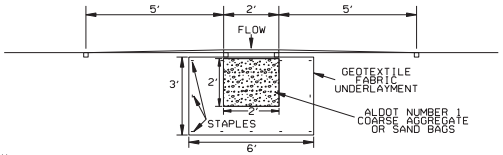
PLAN VIEW

REQUIRED LAPPING

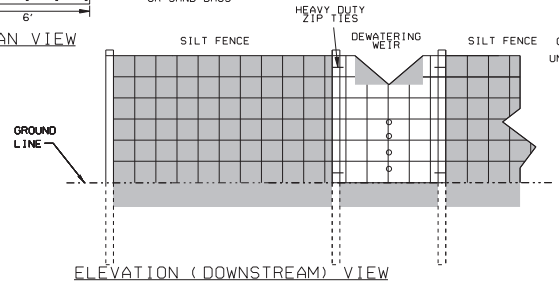
NOTES:
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST II-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

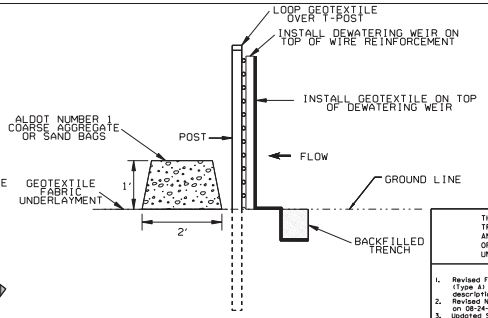


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS
1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

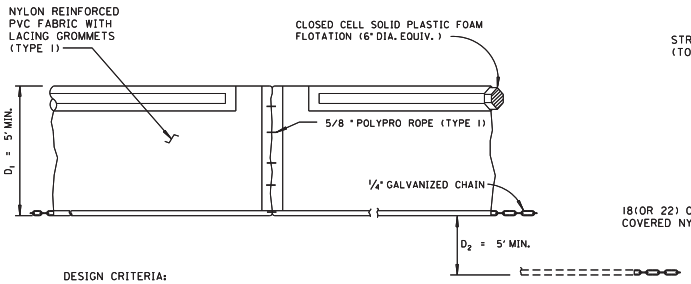
DETAILS OF SILT FENCE INSTALLATION

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4
INDEX NO: 66508

NOT TO SCALE

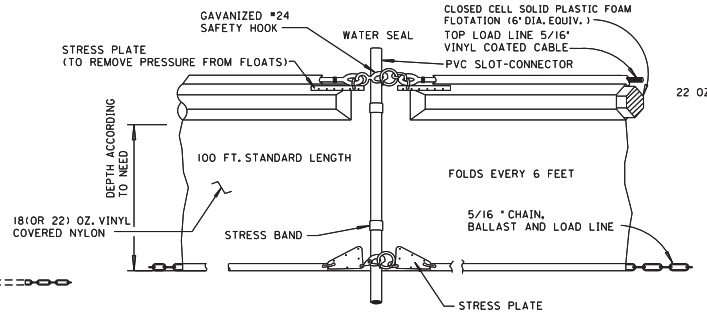
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

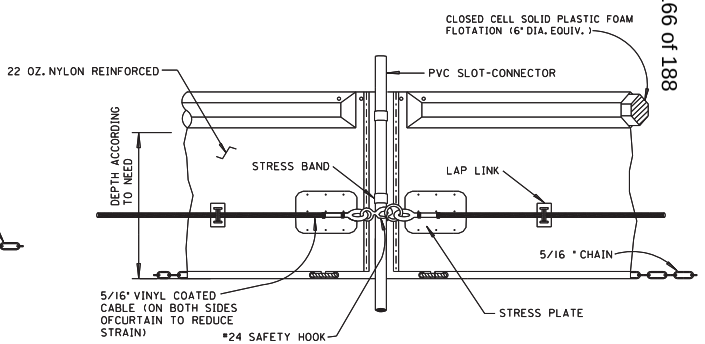
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

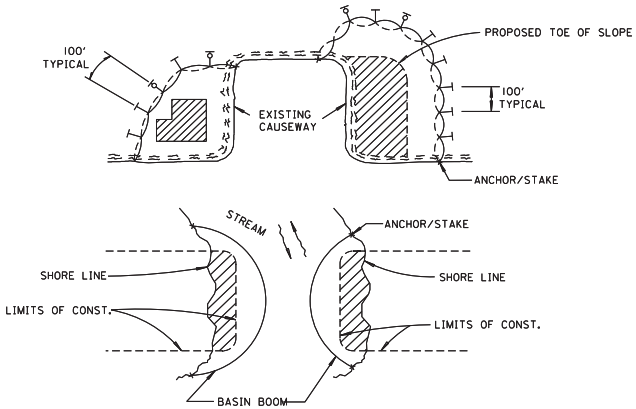
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

FLOATING BASIN BOOM

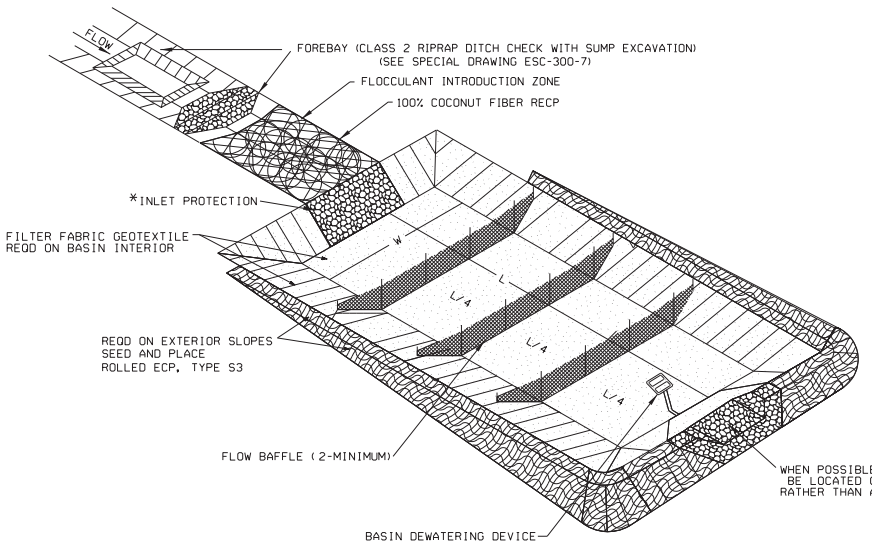
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-501

INDEX NO: 66529

NOT TO SCALE

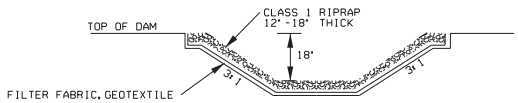
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

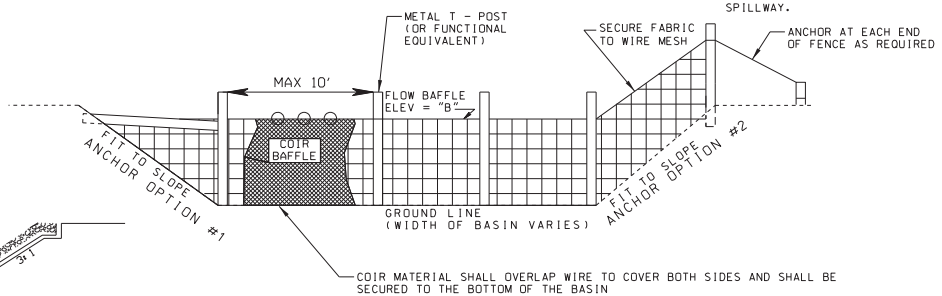
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

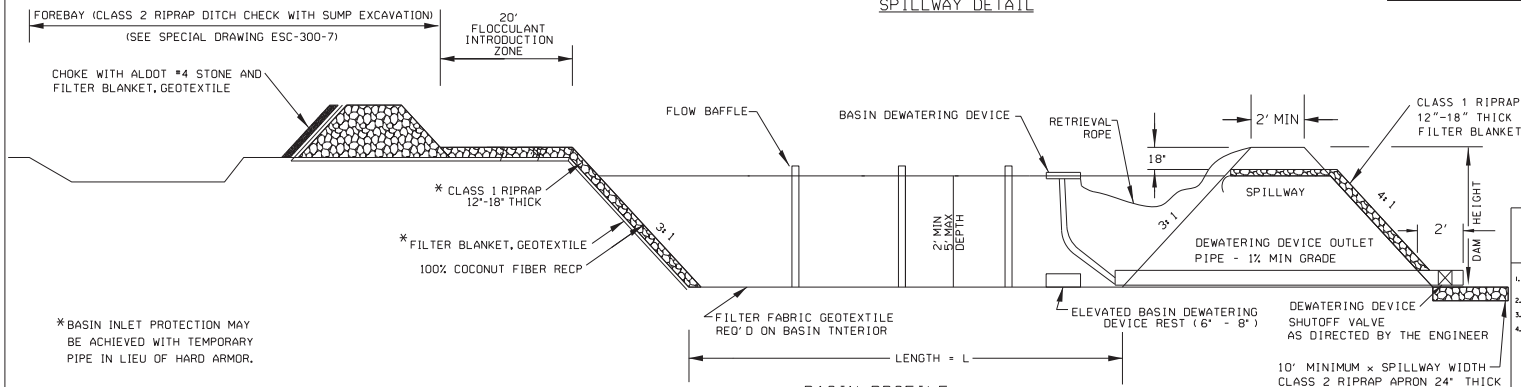


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

USACE Bypass Channel near Bizzel Street, Patton Avenue, and Belsaw Avenue, at Latitude 30.706731° North, Longitude -88.068633° West, in Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:29:48 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

DEPARTMENT OF THE ARMY PERMIT

ALGP-03 –DREDGING
SAM-2021-00491-DCH

REGIONAL GENERAL PERMIT FOR WORK WITHIN THE STATE OF ALABAMA

PERMIT DESCRIPTION:

This permit authorizes dredging of new open water channels and maintenance dredging of previously authorized and dredged areas, for the purpose of navigation. This permit also authorizes minor shallow dredging of offshore areas to supply clean sand fill material for living shoreline or shoreline protection projects.

PERMIT AUTHORITY: Section 10

PRE-CONSTRUCTION NOTIFICATION: PCN is required for all activities authorized under this permit

SPECIAL CONDITIONS:

SP-1 This permit does not authorize dredging or the placement of dredged material in wetlands, submerged aquatic vegetation (SAV), submersed grassbeds, or natural shellfish beds. This condition may be waived by the Mobile District for dredging of invasive or noxious vegetation in man-made waterbodies or if the material is utilized as fill for an authorized living shoreline or shoreline protection project.

SP-2 When SAV, submersed grassbeds, wetlands, or natural shellfish beds are present near any proposed project, those resources must be surveyed and clearly marked with small diameter PVC pipe (or other pre-approved marking techniques) by the applicant or a representative prior to permit authorization. Marked boundaries must include a 10-foot buffer, and shall remain in place until all dredging activities are completed.

SP-3 A minimum buffer distance of 10 feet must be maintained between the limits of dredging and any wetlands, SAV, submersed grassbeds or natural shellfish beds. Use of a turbidity/sediment curtain is required for any dredging activities abutting the 10-foot buffer. This condition may be waived by the Mobile District for projects where existing shoreline protection such as a bulkhead or riprap is located between the dredging activity and in-shore wetlands.

SP-4 Dredged material must be placed in an approved upland area and properly contained to prevent any material re-entering the waterway or entering any other waters of the United States, including wetlands (treated return water discharging from approved upland treatment areas is authorized under *Nationwide Permit 16 - Return Water from Upland Contained Disposal Areas*). However, dredged material may be utilized as fill in waters of the United States if specifically authorized by a separate Department of the Army permit.

SP-5 Dredged material de-watering areas must be designed such that return water discharge will not erode down-gradient soils and cause deposition of sediment into waters of the Unites States, including

wetlands. Applications for projects with dredged material containment areas must include design plans which adequately demonstrate return water discharge will be treated to dissipate discharge energy and protect areas receiving the discharges.

SP-6 Pre-dredging and post-dredging hydrographic surveys and/or surveys for submerged aquatic vegetation (SAV), submersed grassbeds or natural shellfish beds may be required if deemed necessary by the Mobile District.

SP-7 The dredged area must not interfere with the lateral movement of sediments such that shorelines located adjacent to the project are negatively impacted (i.e. sediment starved). The applicant may be required to submit a study by a qualified professional engineer which demonstrates dredged areas will not cause adjacent shorelines to erode by intercepting and/or interrupting the natural migration of sediment along the shoreline.

CONDITIONS SPECIFIC TO NEW CHANNEL DREDGING:

SP-8 New channel dredging must be located in an existing open water area and must result in an open water navigable channel.

SP-9 New channel dredging must be a single and complete project and is limited to the removal of no more than 1,000 cubic yards of material.

SP-10 The depth of the new channel dredging must not exceed -6 feet mean low water (MLW) in tidal areas or ordinary high water (OHW) in non-tidal areas, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO MAINTENANCE DREDGING:

SP-11 Maintenance dredging must be associated with navigation and must be located either within an existing boat slip and/or existing navigation channel.

SP-12 Maintenance dredging must be a single and complete project, and shall be limited to the removal of no more than 500 cubic yards of material.

SP-13 Maintenance dredging is limited to previously authorized dimensions and must not exceed the controlling navigational depth of the adjacent waters. The depth of any new maintenance dredging in areas not previously dredged must not exceed -6 feet MLW or OHW, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO DREDGING TO OBTAIN FILL FOR LIVING SHORELINES OR SHORELINE PROTECTION PROJECTS:

SP-14 The dredging activity must be directly associated with a living shoreline or shoreline protection project authorized by a separate Department of the Army permit.

SP-15 Dredging to obtain fill material for living shoreline or shoreline protection projects shall be limited to the removal of no more than 500 cubic yards of material.

SP-16 Dredging to obtain fill material for living shoreline or shoreline protection projects must be located in water depths of at least -3 feet MLW or OHW, in an existing open water area (not within a canal

or navigational channel), and may impact no more than 0.25 acre of waterbottom.

SP-17 The depth of the dredging used to obtain fill material for living shoreline or shoreline protection projects must not exceed -3 feet below the existing waterbottom.

SP-18 The applicant must demonstrate that material to be dredged to obtain fill material for living shoreline or shoreline protection projects will be the appropriate composition needed for the proposed project.

SP-19 Dredged material obtained for living shoreline or shoreline protection projects may not be utilized for the construction, repair, replacement, or rehabilitation of bulkheads or seawalls.

CONDITIONS SPECIFIC TO WEEKS BAY:

SP-20 This permit does not authorize any dredging activity, prop dredging, or any other similar bottom disturbance in waters of Weeks Bay. This condition does not apply to the minimum bottom disturbance which occurs during the installation of support or mooring pilings outside of wetland areas.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

GENERAL CONDITIONS:

NOTE: The term "you" and its derivatives, means the permittee or any future transferee. The above-described structures and activities may be authorized under these General Permits subject to the following conditions:

GC-1 Verification of coverage under the Alabama General Permit program may not be issued for your project if you have been found by this office to be in noncompliance with any prior U.S. Army Corps of Engineers permit, or have been cited for unauthorized work, until the non-compliance or violation has been resolved.

GC-2 This permit does not authorize structures and activities that are found to be hazardous to navigation, and does not authorize the interference with any existing or proposed federal project. If future operations by the United States require the removal, relocation, or other alteration of the structure or work authorized by this permit, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

GC-3 The prospective permittee must submit a complete written pre-construction notification (PCN) with all required information, and must receive subsequent verification of permit authorization in writing from the Mobile District prior to proceeding with the activity authorized by this permit, unless otherwise excluded by the permit Special Conditions.

GC-4 Authorization under this permit does not obviate any obligation or responsibility for compliance with FEMA-approved state or local floodplain ordinances or floodplain management requirements. The permittee should contact the officials responsible for the local community's FEMA-approved floodplain requirements if the project verified for authorization under this permit includes the placement of fill or structures within any portion of the 100-Year Floodplain.

GC-5 For projects located in areas which may support submerged aquatic vegetation (SAV) or submersed grassbeds, an SAV survey may be required (recommended survey dates from June 1 through September 30).

GC-6 No activity is authorized under this permit which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under this permit which ‘‘may affect’’ a listed species or critical habitat, unless consultation pursuant to Section 7 of the ESA addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the permitted activity. Indirect effects are those effects on listed species and critical habitat that are caused by the permitted activity and are later in time, but still are reasonably certain to occur.

GC-7 No activity is authorized under this permit which has the potential to cause effects to any cultural resources or historic properties determined to be listed, or potentially eligible for listing, in the National Register of Historic Places (NRHP) until the requirements of Section 106 of the National Historic Preservation Act (NHPA) and 33 CFR part 325, Appendix C have been satisfied. In cases where the Mobile District has determined a proposed activity may adversely affect cultural resources

listed in or deemed eligible for listing in the NRHP, or considered significant to a federally-recognized American Indian Tribe, the activity must avoid or minimize impacts to such resources to the maximum extent practicable.

GC-8 If any previously unknown historic, archeological, or human remains are discovered while accomplishing an activity authorized by this permit, all work in the area of discovery must cease, and the Mobile District must be immediately notified of what has been found. The Mobile District will initiate the federal, state, and tribal coordination required to determine if the site warrants recovery efforts or if it is potentially eligible for listing in the NRHP.

GC-9 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management 401 Water Quality Certification, dated August 4, 2021.

GC-10 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management Coastal Zone Consistency determination, dated August 3, 2021.

GC-11 Verification of permit authorization will not be issued for activities located within state or National Wild and Scenic streams, rivers, or components thereof, or other areas provided special protection unless the administering agency concurs.

GC-12 The Mobile District must be notified of the commencement and completion of the authorized work.

GC-13 If an activity is verified for permit authorization, a “Notice of Authorization” card will be provided to the permittee along with a verification of permit authorization letter. The card must be posted at the site during construction of the permitted activity.

GC-14 It is the permittee’s responsibility to ensure that all contractors working on the permitted project are aware of all general and special conditions of the permit and the verification letter.

GC-15 Activities authorized under this permit must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows.

GC-16 The authorized activity must be maintained in good condition and in conformance with the terms and conditions of the permit and verification letter. You are not relieved of this requirement if you abandon the authorized activity.

GC-17 You must allow federal and state resource agency representatives to inspect the verified activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the authorization.

GC-18 Pursuant to 33 U.S.C. 408, any activity that requires permission from the USACE that will alter or temporarily or permanently occupy or use a USACE federally authorized Civil Works project is not authorized by this permit unless the Mobile District first issues Section 408 permission to alter, occupy, or use the USACE project. The applicant may be required to submit additional information in order to complete the Section 408 review process. Section 408 permission must be issued for the activity prior to verification of authorization under this permit.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01 Excavated Boat Slips
ALGP-03 Dredging
ALGP-04 Debris Removal
ALGP-05 Piers and Pile-Supported Structures
ALGP-07 Boat Ramps and Marine Ways
ALGP-11 Shoreline and Bank Stabilization and Protection
ALGP-13 Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE LANDS DIVISION
PATRICIA POWELL MCCURDY
DIRECTOR

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

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

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

ATTACHMENT “I”

DESIGN SURVEY DATA & REPORT

N

LEGEND

P.O.B.	POINT OF BEGINNING
(REC)	RECORD
(ACT)	ACTUAL
— — — —	RIGHT-OF-WAY-LINE
—— – ——	CENTER LINE
—P—	OVERHEAD POWER LINE
PP	POWER POLE
LP	LIGHT POLE
PM	POWER METER
	SIGN
—X—	FENCE LINE (AS NOTED)
	GUY WIRE
	WATER METER
CO	CLEANOUT
——23——	GROUND CONTOUR
	TEMPORARY BENCH MARK
	CONCRETE (CONC)

50 0 50 100

SCALE: 1" = 50'



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ROWE, LLC
dba:ROWE ENGINEERING & SURVEYING

NOTES:

1.) *Bearing Basis: ?? referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83(2011) established by RTK GPS utilizing ALDOT Network as a continuously operating reference station.*

2.) *Type of Survey: Topographic*

3.) *Field Date(s): June 2021*

4.) *This plat does not represent a boundary survey*

5.) *Elevations shown are referenced to NAVD 88, Geoid 12-B.*

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Date: *??/??/2020*

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

REVISIONS:	THREE MILE CREEK TOPO
	PREPARED FOR MOFFATT & NICHOL

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
3502 LAUGHLIN DR SUITE B MOBILE, AL 36693
PHONE 251-666-2766 FAX 251-660-1040

DRAWING: 51442-Zeke.dwg DRAWN BY: SED CHECKED BY: CTH	JOB: 51442 FB: 2019/40-45	PLAT DATE: AUG. 12, 2021	SCALE: 1" = 30'	SHEET NO. 1 OF 1

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City entered into a dredging contract on May 30,2023, with Blue Diving and Salvage, Inc., awarded by bid based on unit prices with a maximum quantity; and it is desirable to increase the quantities under the contract due to an unforeseen increase in the scope of dredging; and

WHEREAS, the original unit price under this contract is fair and reasonable, this contractor is mobilized and ready to perform the additional dredging under the prices in the current contract, and there are exigent time circumstances due to the remaining term of the grant funding; and

WHEREAS, bidding the additional work is not practical due to said time exigencies, the likely additional cost and delay in mobilizing a different contractor with potentially higher unit prices;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and Blue Diving & Salvage, Inc. as outlined in the Change Order Number One (1) attached hereto and made a part hereof as though set forth in full, to increase its contract dated May 30, 2023, in total contract sum from $1,190,045.00 to $1,781,971.34. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company: Blue Diving & Salvage, Inc. Project Name: Three Mile Creek Dredging Project

Amount: $591,926.34

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of removing and replacing an existing roof system with new insulation and a new PVC single ply roof, including necessary flashings. The project involves the complete tear-off of the existing roof.

Amount of Contract:

$318,400.00

Funding Source

Project # Hope Community Center - Roof Improvements PR-074-23 — **Discretionary Funds**

Project String CO881 Hope Community Center - Roof Improvements (20002000-48010) — **Contract Number:**4736

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-074-23 Hope CC Roof Improvements	Cover Memo	10/16/2023
Revised Resolution	Cover Memo	10/18/2023
Revised CCSS	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	10/18/2023 - 1:20 PM
			10/18/2023 -

Capital	Rhodes, Brenda	Approved	4:19 PM
Legal	Kern, Chris	Approved	10/19/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:35 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	E. Cornell Malone Corporation
Project Name:	Hope Community Center – Roof Improvements
Project Number:	PR-074-23
Amount:	$318,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hope Community Center – Roof Improvements

CAPITAL PROJECT #: C0881 (20002000-48010)

CONTRACT AMOUNT: $318,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-074-23

PROJECT DESCRIPTION: For The Removal Replacement Of An Existing Roof At A Community Center (850 Edwards ST).

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 I **Date:** 10/12/2023

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)

E. Cornell Malone Corporation
439 Dory St
Jackson, MS 39201
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000 - 934 - 498

for the following Project:
(Name, location and detailed description)

Hope Community Center – Roof Improvements
850 Edwards Street
Mobile, Alabama 36610
PR-074-23
For the removal and replacement of an existing roof at a community center.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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User Notes:
(1697927246)

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.)

(Paragraph deleted)

[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 ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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User Notes:
(1697927246)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Eighteen Thousand Four Hundred and 00/100 Dollars ($318,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 308,400 .00
Contingency Allowance:	$ 10,000.00
Total Contract Sum:	$ 318,400.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized steel metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 800 square feet of metal deck in the Base Bid.	SF	$10.00
2. Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 120 board feet of treated wood blocking in the Base Bid.	BF	$6.00
3. Remove and replace one (1) square foot of 3" wood fiber deck (at the Gymnasium roof). Include the removal and replacement 1,000 square feet of 3" wood fiber deck in the Base Bid.	SF	$14.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

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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;

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.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

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the 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

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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 E. Cornell Malone Corporation has completed the contract for PR-074-23 - Hope Community Center – Roof Improvements. 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.)

(Paragraph deleted)

[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, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ramon C. Malone, President
439 Dory Street
Jackson, MS 39201
travis@ecmalone.com
601-352-5940

§ 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

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.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.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity

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including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury 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.

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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.

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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:
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 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 five (5) 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.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	ROOF PLAN	09/06/23
A-2	ROOF DETAILS	09/06/23

.4 Specifications

Section	Title	Date
DIVISION 1:	**GENERAL REQUIREMENTS**	09/06/23
Section 01010	Summary of the Work	09/06/23
Section 01210	Allowances	09/06/23
Section 01220	Unit Prices	09/06/23
Section 01310	Project Management & Coordination	09/06/23
Section 01330	Submittal Procedures	09/06/23
Section 01710	Closeout Procedures	09/06/23
Section 01731	Cutting and Patching	09/06/23
Section 017839	Project Record Documents	09/06/23
DIVISION 2:	**SITE CONSTRUCTION – NOT USED**	09/06/23
DIVISION 3:	**CONCRETE – NOT USED**	09/06/23
DIVISION 4:	**MASONRY – NOT USED**	09/06/23
DIVISION 5:	**METALS – NOT USED**	09/06/23
DIVISION 6:	**WOOD AND PLASTICS**	09/06/23
Division 06100	Rough Carpentry	09/06/23
DIVISION 7:	**THERMAL & MOISTURE PROTECTION**	09/06/23
Section 075419	Polyvinyl-Chloride (PVC) Roofing	09/06/23
Section 07620	PVC-Coated Flashing and Sheet Metal	09/06/23
DIVISION 8:	**DOORS & WINDOWS – NOT USED**	09/06/23
DIVISION 9:	**FINISHES – NOT USED**	09/06/23
DIVISION 10:	**SPECIALTIES – NOT USED**	09/06/23
DIVISION 11:	**EQUIPMENT – NOT USED**	09/06/23
DIVISION 12:	**FURNISHINGS – NOT USED**	09/06/23
DIVISION 13:	**SPECIAL CONSTRUCTION – NOT USED**	09/06/23
DIVISION 14:	**CONVEYING SYSTEMS – NOT USED**	09/06/23
DIVISION 15:	**MECHANICAL – NOT USED**	09/06/23
DIVISION 16:	**ELECTRICAL – NOT USED**	09/06/23

.4 Specifications

Section	Title	Date
Number		**Date**
Addendum # 1		9/12/23

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:
EXHIBIT 1: August 23, 2023 FIELD REPORT BY ROOF ASSET MANAGEMENT, INC.

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(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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§ 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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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

ATTEST:

City Clerk

Legal Name of Party to Contract:
Contractor:

Roman C. Malone

CONTRACTOR *(By Signature)*

Roman C. Malone, President
(Printed name and title)

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone 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 on the day the same bears date.
Sworn to and subscribed for me this 5th day of October, 20 23.

Cynthia M. Beasley
NOTARY PUBLIC
My Commission Expires: Sept. 23, 2025

CYNTHIA M. BEASLEY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 23, 2025

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EXHIBIT A
SCOPE OF WORK

HOPE COMMUNITY CENTER – ROOF IMPROVEMENTS

Project # PR-074-23

The work of this contract consists of removing and replacing an existing roof system with new insulation and a new PVC single ply roof, including necessary flashings. The project involves the complete tear-off of the existing roof.

END OF SCOPE OF WORK

Bond No. 9431370

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201

SURETY:
Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, MD 21203

OWNER (Name and Address):
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Description (Name and Location):
Hope Community Center - Roof Improvements 850 Edwards Street, Mobile, AL 36610
PR-074-23

BOND:
Date: (Not earlier than Construction Contract Date)
Amount: $318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: E. Cornell Malone Corporation
Signature:
Name: Roman C. Malone
Title: President

SURETY
Company: Fidelity and Deposit Company of Maryland
Signature: Josh Walker
Name: Josh Walker
Title: 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:
SouthGroup Insurance Services
106 Madison Plaza Suite B
Hattiesburg, MS 39402
(601) 544-2122

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

Language conforms to AIA Document A312 Performance Bond, 2010 edition.
PRF76003ZZ0711f

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 tendered 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	SURETY
Company	Company
_____	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Language conforms to AIA Document A312 Performance Bond, 2010 edition.
PRF76003ZZ0711f

BOND NO.: 9431370

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
E. Cornell Malone Corporation
439 Dory Street
Jackson, MS 39201

SURETY:
Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, MD 21203

OWNER (Name and Address):
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT

Date:
Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Description (Name and Location):
Hope Community Center - Roof Improvements 850 Edwards Street, Mobile, Alabama 36610
PR-074-23

BOND:
Date: *(Not earlier than Construction Contract Date)*

Amount: $ 318,400.00
Three hundred eighteen thousand four hundred and 00/100 Dollars

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
E. Cornell Malone Corporation
Signature:
Name: Roman C. Malone
Title: President

SURETY
Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland
Signature:
Name: Josh Walker
Title: 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:
SouthGroup Insurance Services
106 Madison Plaza Suite B
Hattiesburg, MS 39402
(601) 544-2122

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:

Language conforms to AIA Document A312 Payment Bond, 2010 edition.
PAY76003ZZ0613f

1. The Contractor and the 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 obligation 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 obligations 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 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. DEFINTIONS

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 furnished 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 a 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 onstruction 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		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
_____		_____	
Signature: _____		Signature: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	

Language conforms to AIA Document A312 Payment Bond, 2010 edition.
PAY76003ZZ0613f

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Candy L. Browning,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 8th day of August, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	E. Cornell Malone Corporation
Address	439 Dory Street Jackson, MS 39201
Telephone	601-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	PR-074-23
Project Description	Hope Community Center-Roof Replacement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority _____ SDVO _____ Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roman C. Malone

Signature: Roman C. Malone Date: 09/20/23

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: Travis Byrd Title: Project Manager

Email: travis@ecmalone.com Phone: 601-5501147

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company E. Cornell Malone Corporation Your Bid/Proposal Amount $ 318,400.00 Date: 9/20/23

____/____/____ Description Hope Community Center-Roof Replacement

Name of Bidder/Proposer: E. Cornell Malone Corporation

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
Paramount Construction	601-427-5454	Material/Equipment Supplier	57,450.00	15%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: E. Cornell Malone Corporation

Contact Person: Travis Byrd Phone 601-550-1147 Email travis@ecmalone.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(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. N/A

Alabama Secretary of State

E. Cornell Malone Corporation	
Entity ID Number	000 - 934 - 498
Entity Type	Foreign Corporation
Principal Address	439 DORY ST JACKSON, MS 39201
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406

E. Cornell Malone Corporation		
Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	09/27/2006	Certificate of Formation 1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change 2 pgs.

Browse Results New Search

An error occurred while processing your request.

Company ID Number: 104997

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

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

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated

within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Company ID Number: 104997

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer		
Name (Please Type or Print) Leia Stewart		Title Human Resource
Signature *Electronically Signed*		Date 03/05/2008
Department of Homeland Security – Verification Division		
Name (Please Type or Print) ***USCIS Verification Division***		Title
Signature *Electronically Signed*		Date 03/05/2008

E-Verify

Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Cornell Malone Corporation
Company Facility Address:	HOME OFFICE 439 Dory Street
	Jackson MS 39201
Company Alternate Address:	BRANCH OFFICE 2689 Queenstown Road, Irondale, AL 35210
County or Parish:	Hinds
Employer Identification Number:	640677155
North American Industry Classification Systems Code:	236
Administrator:	Leia Stewart
Number of Employees:	100-499
Number of Sites Verified for:	

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
Mississippi	2	Jackson, Hattiesburg
Alabama	2	Birmingham, Mobile
Tennessee	1	Knoxville
Florida	1	Pensacola
Louisiana	1	Baton Rouge

E-Verify

Company ID Number: 104997

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Leia Stewart
Telephone Number:	601-352-5940
Fax Number:	601-352-5944
E-mail Address:	hr@ecmalone.com

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Leia Stewart
Telephone Number:	601-352-5940
Fax Number:	601-352-5944
E-mail Address:	hr@ecmalone.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance
16 Thompson Park
Hattiesburg MS 39401

CONTACT NAME: Daphne Coleman
PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): 877-288-0152
E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gray Insurance Company	36307
INSURER B : Gotham Insurance Company	25569
INSURER C : Navigators Insurance Company	42307
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ECORNEL-01
E. Cornell Malone Corporation
Malone Roofing Services, LLC
Malone Specialty Contractors, LLC
439 Dory Street
Jackson MS 39201

COVERAGES **CERTIFICATE NUMBER:** 1131339403 **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			XSGL100081	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Pollution						MED EXP (Any one person)	$ 5,000
	(see remarks)						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Deductible	$ $50,000
A	AUTOMOBILE LIABILITY			XSAL100088	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS90						Deductible	$ $50,000
C	UMBRELLA LIAB [X] OCCUR			GA23EXCZ0B6NXIV	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 5,000,000
B	X EXCESS LIAB CLAIMS-MADE			EX202200002315	5/1/2023	5/1/2024	AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			GWC100150	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A		GWC100149	5/1/2023	5/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XSWC100079	5/1/2023	5/1/2024	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)
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)
Blanket Primary and Noncontributory (Form CF2001 (12/19)
Blanket Waiver of Subrogation (Form CG2404 12/19)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
See Attached...

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ECORNEL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY: Cadence Insurance	NAMED INSURED: E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 439 Dory Street Jackson MS 39201
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Liability assumed in an "Insured Contract" as defined by form CG0001 04/13.
Pollution Seepage Buy Back – Sudden and Accidental (Form GIC0077 04/98)
Designated Construction Projects – General Aggregate Limit (Form 2503 05/09)
General Liability Deductible: $50,000
There are no exclusions on the General Liability Policy for Open Roof, Torch, or Multifamily Unit Coverage.
General Liability for Leased Equipment:
Blanket Additional Insured with coverage provided applying on a primary and non-contributory basis

Automobile Liability :
Blanket Additional Insured (Form GIC0029 04/98)
Blanket Primary and Noncontributory (CA0449 11/19)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
Blanket Waiver of Subrogation (Form CA0444 10/13)
Automobile Liability Deductible: $50,000

Workers Compensation: 3.A - AL, FL, LA, MS, TX, GA
Blanket Waiver of Subrogation (Form WC000313 04/84).
Blanket Alternate Employer (Form WC00301A 02/89)
Blanket 30 days notice of cancellation (Form GIC0018 06/12)
Workers Compensation deductible: $50,000

Umbrella:
Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation).

Per the provisions stated above. City of Mobile is included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability and apply on a primary and non-contributory basis when required by written contract. Waiver of Subrogation is provided in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation/Employer's Liability when required by written contract. 30 days notice of cancellation, non-renewal or material change shall be provided to City of Mobile when required by written contract.
Project Name/Number: 23-2477 - Hope Community Center - PR-074-23

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/06/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): +1 769 229 2737	COMPANY
SOUTHGROUP INSURANCE & FINANCIAL SERVICES 106 MADISON PLAZA HATTIESBURG, MS 39402		American Zurich Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS: emily.murphy@southgroup.net	
CODE: 11005287	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
E Cornell Malone Corporation #1 Commerce Drive Suite 200 Hattiesburg, MS 39402		BR74202518
	EFFECTIVE DATE: 11/01/2023 — EXPIRATION DATE: 05/01/2024 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

850 Edwards St.
Mobile, AL 36610

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Renovations and Improvements	$318,400	
All Covered Property at all Locations	$318,400	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile PO Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

ACORD 27 (2009/12)

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RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	E. Cornell Malone Corporation
Project Name:	Hope Community Center – Roof Replacement
Project Number:	PR-074-23
Amount:	$318,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hope Community Center – Roof Replacement

CAPITAL PROJECT #: C0881 (20002000-48010)

CONTRACT AMOUNT: $318,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-074-23

PROJECT DESCRIPTION: For The Removal and Replacement Of An Existing Roof At The Facility (850 Edwards ST).

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 I **Date:** 10/12/2023

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Carleen Stout-Clark, Deputy Director REAM

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Covenant of Purpose document and exhibits is the instrument with which the City of Mobile describes the federal interest in a property related to a specific project. In basic terms, it is the acknowledgment of the City's obligation to utilize the funded improvements in the manner in which that are described and approved in the grant scope of work. This document is required by federal regulation 2 CFR 200.241 and is a final step to receive a Notice to Bid on RESTORE projects.

In this case, the item on the agenda is for the RESTORE-funded Three Mile Creek Greenway Trail - Segment 7, which stretches from Tricentennial Park to Martin Luther King Jr. Avenue. It describes the project, the location, and the federal interest in improvements that includes the greenway trail, new trailhead and associated improvements.

Amount of Contract:

N/A

Funding Source

Project # N/A **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	10/18/2023 - 6:04 PM
Accounting	Threadgill, Randy	Approved	10/19/2023 - 8:25 AM
Legal	Kern, Chris	Approved	10/19/2023 - 12:55 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:55 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:46 PM

2023

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 and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U. S. Department of the Treasury in support of Grant No. 11 RDCGR010131-01-00 "MOBILE GREENWAY INITIATIVE: THREE MILE CREEK GREENWAY TRAIL". (Segment 7)

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the U.S. Department of the Treasury or the Alabama Department of Conservation and Natural Resources. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To accept the terms of the Settlement and Mutual Release Agreement with the Solid Waste Authority of the City of Mobile

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:39 PM
Legal	Kern, Chris	Approved	10/19/2023 - 12:57 PM

2023

RESOLUTION

Sponsored by: Mayor 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 Mutual Release between WM Mobile Bay Environmental Center, Inc., Waste Away Group, the City of Mobile, Alabama and the Solid Waste Disposal Authority of the City of Mobile to settle and fully resolve any and all claims brought against the parties as outlined in the Agreement. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of the University of South Alabama

Amount of Contract:

n/a

Effective Date of Contract:

10/31/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - USA

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - USA	Resolution Letter	10/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/13/2023 - 9:28 AM
			10/19/2023 -

Legal	Kern, Chris	Approved	12:26 PM
Mayors Office	Montgomery, Brandi	Approved	10/19/2023 - 2:40 PM

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 the University of South Alabama, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D006\P005\00120118.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ordinance- 2652 and 2656 Weems Drive	Cover Memo	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	10/26/2023 - 11:45 AM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:47 PM

2023

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by: Mayor William S. Stimpson

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 properties at 2652 and 2656 Weems Drive hereinafter described is 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 properties be sold to KNOWLES DEVELOPMENT GROUP:

2652 Weems Drive
THESE ARE THE METES AND BOUNDS AS FOLLOWED:
LOT 2 RESUB OF SIENA VISTA COURT MBK 107/4 #SEC 23 T4S R1W #MP29 07 23 0 002

2656 Weems Drive
THESE ARE THE METES AND BOUNDS AS FOLLOWED:
LOT 3 RESUB OF SIENA VISTA COURT MBK 107/4 #SEC 23 T4S R1W #MP29 07 23 0 002

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above.

SECTION THREE: The Mayor and the 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 Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are 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 and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/26/2023 - 10:54 AM

R E S O L U T I O N

Sponsored by: Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Carvine Adams is hereby appointed as a full-time judge of the Mobile Municipal Court effective immediately for a term ending May 31, 2027.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Employee of the Month - Resolution	Cover Memo	10/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	10/26/2023 - 12:36 PM

October 12, 2023

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:

- **SEPTEMBER 2023 – Stephen Nelson (Employee #7001) Administrative Services Mobile Alabama Cruise Terminal – Electrician II / Maintenance**

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Ben Reynolds

Purpose and Scope of Project:

Funds will be used assist with the purchase of a trombone horn, and operational expenses

Amount of Contract:

$1,500

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MARCHING COUGARS BAND BOOSTER CLUB	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/26/2023 - 10:19 AM

60- 2023

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate $1,500.00 to Marching Cougars Band Booster Club from his discretionary funds; and

WHEREAS, Marching Cougars Band Booster Club, 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 Marching Cougars Band Booster Club, will be used to assist with the purchase of a trombone horn and operational expenses, which will serve a public purpose benefitting 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 Marching Cougars Band Booster Club, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with improvements to their front entrance to the subdivision.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PRINCETON WOODS HOMEOWNERS ASSOCIATION INC.	Cover Memo	10/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	10/26/2023 - 10:09 AM

60- 2023

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate $5,000.00 to Princeton Woods Homeowners Association Inc., from her discretionary funds; and

WHEREAS, Princeton Woods Homeowners Association Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Princeton Woods Homeowners Association Inc., will be used to assist with improvements to their front entrance to the subdivision, which will include the removal of scrubs and plants.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $5,000.00 to Princeton Woods Homeowners Association Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Chief Paul O. Prine, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute an agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds 0 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/19/2023
Agreement for MPD Participation	Backup Material	10/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	10/19/2023 - 2:39 PM
Legal	Kern, Chris	Approved	10/19/2023 - 3:16 PM
Legal	Kern, Chris	Approved	10/19/2023 - 3:16 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:37 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with Community Traffic Safety Program (CTSP) and to provide any information required by the Southwest Alabama Regional Highway Safety Office. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2023 – September 15, 2024

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the MOBILE POLICE DEPARTMENT (hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2023, through September 15, 2024; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Sumter, Washington and Wilcox.

2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
   - *Selective Traffic Enforcement Program,* ***October 1, 2023 - September 30, 2024***
   - *Hot Spot Impaired Driving Enforcement Program* ***October 1, 2023- September 30, 2024***
   - *Click It or Ticket Memorial Day Enforcement Program,* ***May 20, 2024 – June 2, 2024***
   - *Drive Sober or Get Pulled Over Labor Day Enforcement Program,* ***August 16, 2024 – September 2, 2024***

3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.

4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**

5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**

6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this

program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotpot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.

8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: **(1.)** contract with SWARHSO, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy of every citation and warning citation claimed on the grant, **(6.)** time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, **(7.)** City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.

9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**

11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.

12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2024 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so

as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.

15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.

16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

17. **Termination for Cause**. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.

18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.

19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

10/19/22

By: _____
Its: Authorized Official
Date: _____

ATTEST:

_____
By: _____
Its: City Clerk
Date: _____

AGENCY:

_____

_____
By: _____
Its: Sheriff/Police Chief
Date: _____

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

_____
_____
_____

_____ _____

Signature of Authorized Official
Randall Dueitt, President
Mobile County Commission

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase orders for fuel for the Wave Transit.

Wave Transit expense.

Amount of Contract:

Total = $79,040.25

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231026 Agenda Package Wave Fuel POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1181	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SELAED BID 5845)	$22,790.25	(298802) CAMPBELL OIL COMPANY
1183	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$28,125.00	(298802) CAMPBELL OIL COMPANY
1184	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$28,125.00	(298802) CAMPBELL OIL COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5845 AND YOUR BID RESPONSE			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00 GALLON	3.03000	22725.00
	PRICE.			
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22725.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22790.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22790.25	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	10/26/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	10/26/23	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/23	SANDRA LEWIS	
Approved	10/26/23	STEVEN KRONINGER	Auto approved by: 910518227

Bill To	Requisition 00001181-00 FY 2024
ACCOUNTS PAYABLE	PO 24000970
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/26/23	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	10/26/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	10/26/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.75000	28125.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28125.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 28125.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28125.00	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Queued	10/26/23	DONALD ROSE	
Queued	10/26/23	SANDRA LEWIS	
Queued	10/26/23	STEVEN KRONINGER	
Queued	10/26/23	SAMANTHA COOLEY	
Queued	10/26/23	JOHN PAINE	
Queued	10/26/23	MICHAEL SPAFFORD	

Bill To	Requisition 00001183-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.75000	28125.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28125.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: Status: Released Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 28125.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28125.00	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Queued	10/26/23	DONALD ROSE	
Queued	10/26/23	SANDRA LEWIS	
Queued	10/26/23	STEVEN KRONINGER	
Queued	10/26/23	SAMANTHA COOLEY	
Queued	10/26/23	JOHN PAINE	
Queued	10/26/23	MICHAEL SPAFFORD	

Bill To	Requisition 00001184-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID # 5845 FUEL (DIESEL) 18 OCT 2023 12:01 PM							
	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/03/2023	**5845**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Wednesday, October 18, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FUEL

The City of Mobile requests bids for:
#2 Diesel Clear on Road.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are:

- 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.
- 7:00 A.M. – 12:00 P.M. at Wave Transit location.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	Fed Superfund Fee Recovery	.0039
	TOTAL	.04654

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following type of fuel:
Diesel #2 (Ultra Low Sulfur) Clear on Road.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:

Diesel #2 (Ultra Low Sulfur) Clear on Road
7500 Gallons per Delivery

_____
Margin Price per Gallon

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Municipal Garage **770 Gayle St., Mobile, AL 36604**
3 each 10,000 Gallon Tanks
Below Ground

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 each 10,000 Gallon Tank
Above Ground

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
2 each 10,000 Gallon Tanks
Above Ground

The City of Mobile has the right to add delivery locations within Mobile City Police Jurisdiction.

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

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.

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to C L Dews & Sons Foundry & Machinery Co Inc for storm drain catch basin grates and frames.
General fund.

Amount of Contract:

$21,819.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231024 Dews Agenda Package POs	Cover Memo	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
11182	2023	(2086B) CONCRETE/CAVE-IN	STORM DRAIN CATCH BASIN GRATES AND FRAMES (SEALED BID 5841; PRICE QUOTE)	$21,819.00	(45095) C L DEWS & SONS FOUNDRY & MACHINERY CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
C L DEWS & SONS FOUNDRY & MACHINERY CO
P O BOX 1647

HATTIESBURG, MS 39401

Tel#601-582-4427
Fax 601-544-4937

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
001	FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 DEWS# 190202	8.00 EACH	354.00000	2832.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			2832.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

002	STANDARD MANHOLE LID & FRAME DWG 1043 & DWG 1044	5.00 EACH	1700.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			8500.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
C L DEWS & SONS FOUNDRY & MACHINERY CO
P O BOX 1647

HATTIESBURG, MS 39401

Tel#601-582-4427
Fax 601-544-4937

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	STANDARD MANHOLE LID & FRAME DWG 1040	5.00 EACH	1700.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			8500.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	MANHOLE FRAME DWG 1031	5.00 EACH	500.00000	2500.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			2500.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991	20.00 EACH	1300.00000	26000.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			26000.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
006	21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207	4.00 EACH	1635.00000	6540.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			6540.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	FRAMELESS DRIVEWAY TYPE GRATING DWG 999	4.00 EACH	350.00000	1400.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			1400.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008	3.00 EACH	1600.00000	4800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4800.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor
C L DEWS & SONS FOUNDRY & MACHINERY CO
P O BOX 1647

HATTIESBURG, MS 39401

Tel#601-582-4427
Fax 601-544-4937

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
009	C.I. FRAME & GRATE 22" SQUARE DWG:1019	2.00 EACH	1600.00000	3200.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			3200.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

010	MANHOLE FRAME EXTENSION DWG:1073	5.00 EACH	850.00000	4250.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4250.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	MANHOLE COVER DWG: 1032	5.00 EACH	500.00000	2500.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			2500.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
012	CONCAVE INLET FRAME & GRATE DWG: 1071	4.00 EACH	1700.00000	6800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			6800.00

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
013	21" STANDARD MANHOLE LID & FRAME DWG: 990	3.00 EACH	1600.00000	4800.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4800.00
	Ship To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-CONCRETE & SIDEWALK 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
014	STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044.	5.00 EACH	100.00000	500.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			500.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 83122.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020. PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES	83122.00	78163.08

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

Activity	Date	Clerk	Comment
Approved	06/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	06/23/23	JAMES DELAPP	

Bill To	Requisition 00011182-00 FY 2023
ACCOUNTS PAYABLE	PO 23014391
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
C L DEWS & SONS FOUNDRY & MACHINERY CO	PUB WORKS-CONCRETE & SIDEWALK
P O BOX 1647	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
HATTIESBURG, MS 39401	
Tel#601-582-4427	
Fax 601-544-4937	
	Deliver To
	PUB WORKS-CONCRETE & SIDEWALK
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	045095				CONCRETE/CAVE-IN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/23/23	CASI CALLAWAY		Auto approved by: 910518527	
	Approved	09/29/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/29/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/29/23	JOHN PAINE		Approved by: 9105neej	
	Approved	09/29/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014391-02

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
C L DEWS & SONS FOUNDRY & MACHINERY CO INC
P O BOX 1647
HATTIESBURG, MS 39401

SHIP TO
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
601-582-4427	601-544-4937	JAMES NEESE JR	ASHLEY ADAMS - CONCRETE/CAVE-IN

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/29/2023	45095			CONCRETE/CAVE-IN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	THIS IS A CONFIRMATION GRATES & FRAMES				
1	FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 DEWS# 190202	8.0	EACH	$381.00	$3,048.00
2	STANDARD MANHOLE LID & FRAME DWG 1043	5.0	EACH	$1,083.00	$5,415.00
3	STANDARD MANHOLE LID & FRAME DWG 1040	0.0	EACH	$0.00	$0.00
4	MANHOLE FRAME DWG 1031	0.0	EACH	$0.00	$0.00
5	DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991 QUOTING GRATE ONLY, 190208.	20.0	EACH	$316.00	$6,320.00
6	21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207	4.0	EACH	$1,759.00	$7,036.00
7	FRAMELESS DRIVEWAY TYPE GRATING DWG 999	0.0	EACH	$0.00	$0.00
8	10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008	0.0	EACH	$0.00	$0.00
9	C.I. FRAME & GRATE 22" SQUARE DWG:1019	0.0	EACH	$0.00	$0.00
10	MANHOLE FRAME EXTENSION DWG:1073	0.0	EACH	$0.00	$0.00

CHANGE ORDER

CONTINUED ON NEXT PAGE

By: _____
Purchasing Agent

VENDOR COPY

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 2 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23014391-02

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
C L DEWS & SONS FOUNDRY & MACHINERY CO INC
P O BOX 1647
HATTIESBURG, MS 39401

SHIP TO
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
601-582-4427	601-544-4937	JAMES NEESE JR	ASHLEY ADAMS - CONCRETE/CAVE-IN

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/29/2023	45095			CONCRETE/CAVE-IN

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
11	MANHOLE COVER DWG: 1032	0.0	EACH	$0.00	$0.00
12	CONCAVE INLET FRAME & GRATE DWG: 1071	0.0	EACH	$0.00	$0.00
13	21" STANDARD MANHOLE LID & FRAME DWG: 990	0.0	EACH	$0.00	$0.00
14	STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044.	0.0	EACH	$0.00	$0.00

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$21,819.00**

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/11/2023	5841	Public Works	770 Gayle St (before 2:30pm), Mobile, AL 36604

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 22, 2023

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

GRATES & FRAMES

The City of Mobile is requesting bids on grates and frames.

No bid bond is required.

Quote delivered pricing FOB Mobile.

Please state pricing on attached RFQ.

TO BE AWARDED ON AN ITEM BASIS

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 _____

Email Address _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
			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 #5841

1. APPX 8 TO 15 FRAMELESS TYPE CATCH BASIN GRATING DWG: 1012 REF:DEWS# 190202 OR EQUAL. EACH PRICE:

MAKE_____MODEL_____

2. APPX 5 TO 10 FRAME & GRATE DWG 1043 & OR EQUAL EACH PRICE:

MAKE_____MODEL_____

3. APPX 5 TO 10 STANDARD MANHOLE LID & FRAME DWG 1040 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

4. APPX 5 TO 10 MANHOLE FRAME DWG 1031 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

5. APPX 20 TO 30 DRIVEWAY TYPE CATCH BASIN FRAME & COVER DWG 991 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

6. APPX 4 TO 8 21"X25" DRIVEWAY TYPE CATCH BASIN FRAME AND COVER DWG 998 DEWS # 190207 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

7. APPX 4 TO 8 FRAMELESS DRIVEWAY TYPE GRATING DWG 999 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

8. APPX 3 TO 6 10 1/2" SQUARE WATER BASIN GRATE & FRAME DWG: 1008 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

9. APPX 2 TO 5 C.I. FRAME & GRATE 22" SQUARE DWG:1019 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

10. APPX 5 TO 10 MANHOLE FRAME EXTENSION DWG:1073 OR EQUAL. EACH PRICE:

MAKE_____MODEL_____

11. APPX 5 TO 10 MANHOLE COVER DWG: 1032 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

12. APPX 4 TO 8 CONCAVE INLET FRAME & GRATE DWG: 1071 OR EQUAL EACH PRICE:

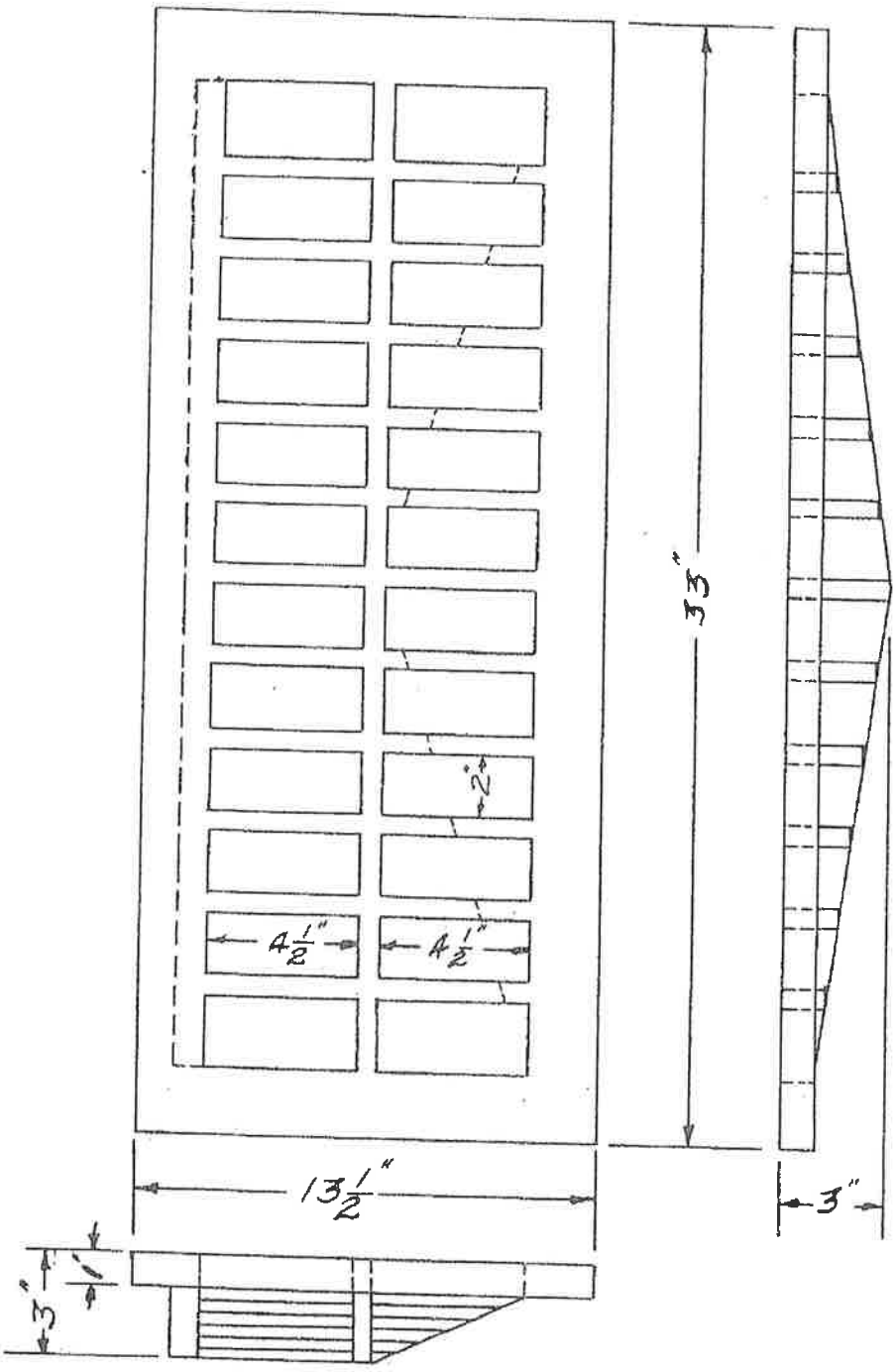
MAKE_____MODEL_____

13. APPX 3 TO 6 21" STANDARD MANHOLE LID & FRAME DWG: 990 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

14. APPX 5 TO 10 STANDARD MANHOLE LID & FRAME, 425 LBS. DWG 1044 OR EQUAL EACH PRICE:

MAKE_____MODEL_____

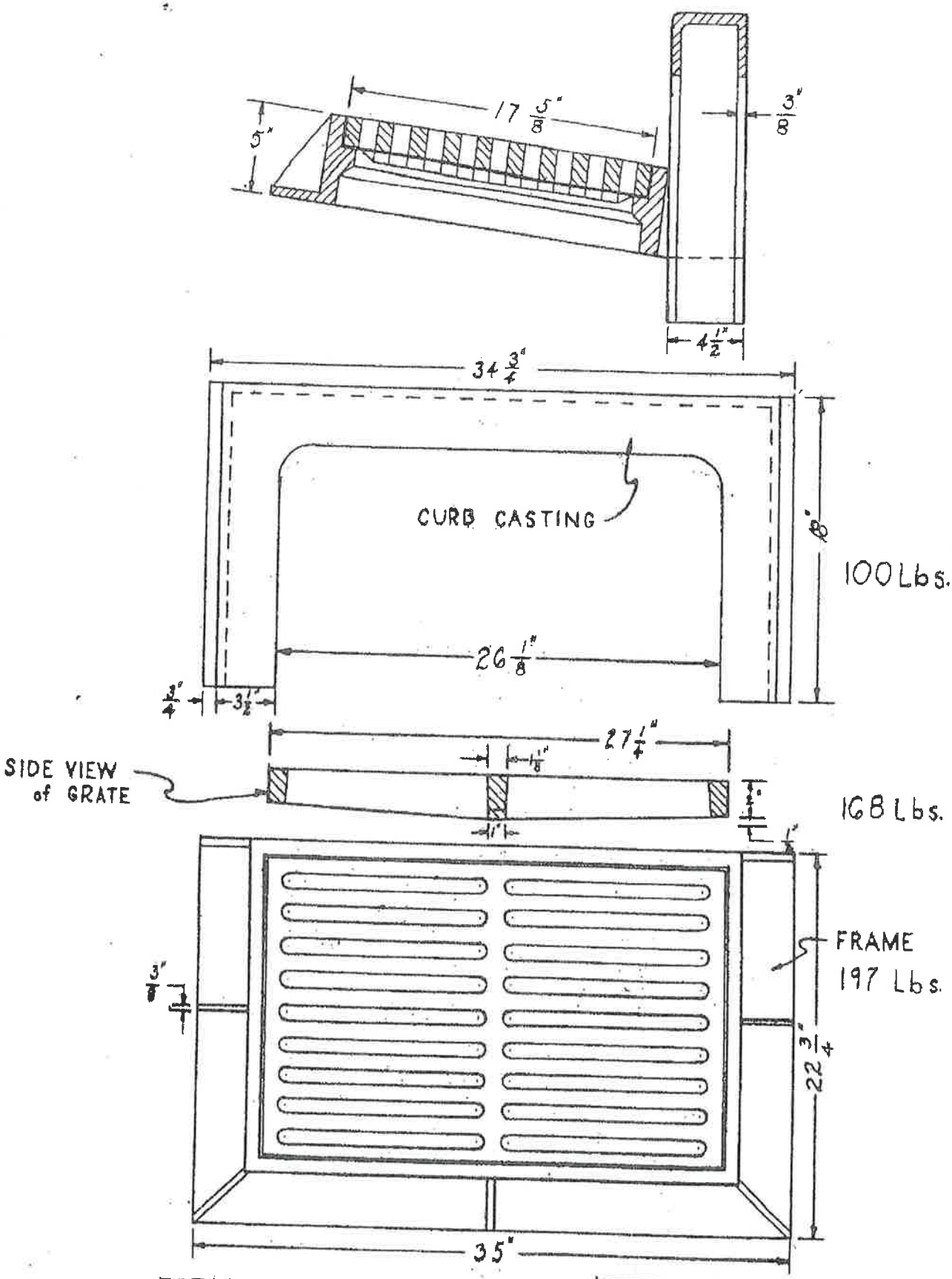


FRAMELESS TYPE CATCH
BASIN GRATING

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

DWN BY: S.T.O'B.
9-14-48
DWG NO. 11012

1.

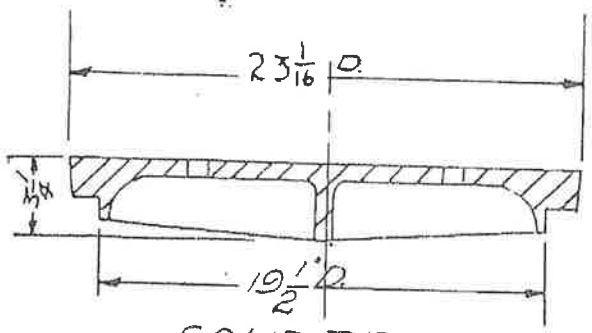


TOTAL WEIGHT 465 Lbs.

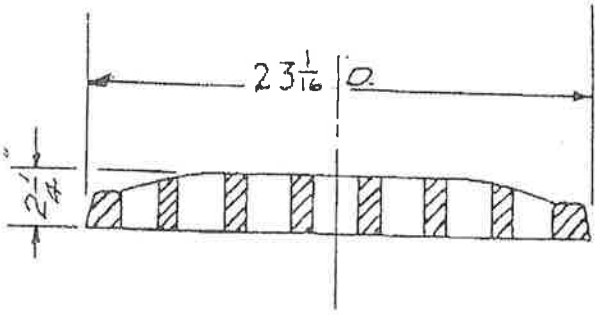
CURB CASTING
FRAME & GRATE

2

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R. 1043

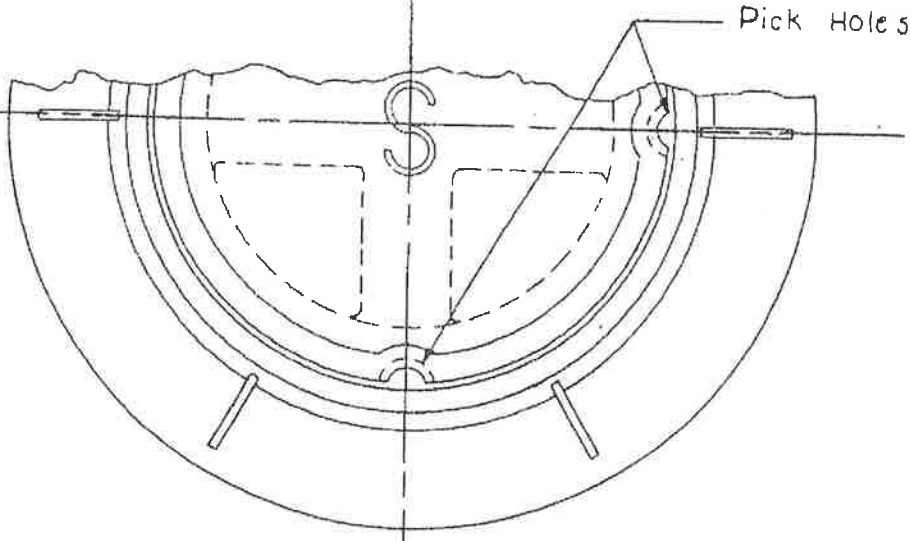


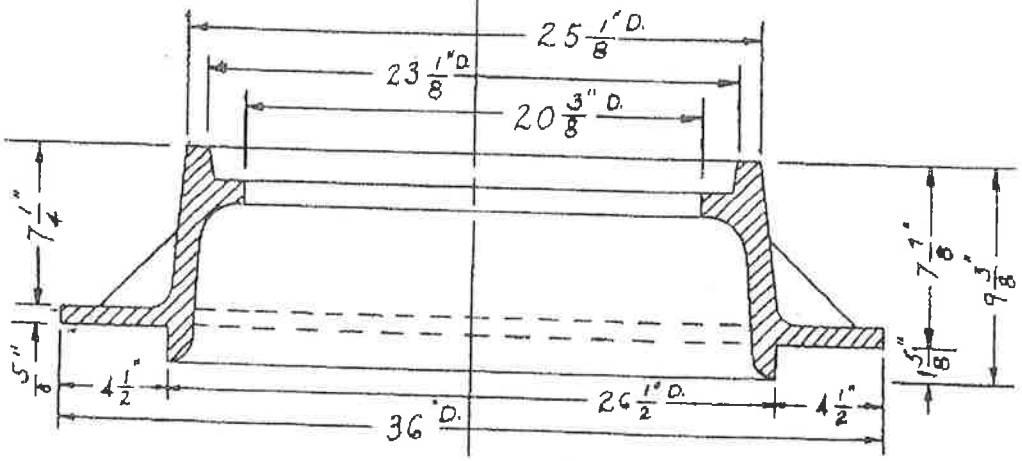
SOLID TYPE LID



DRAIN TYPE LID

265 Lbs.





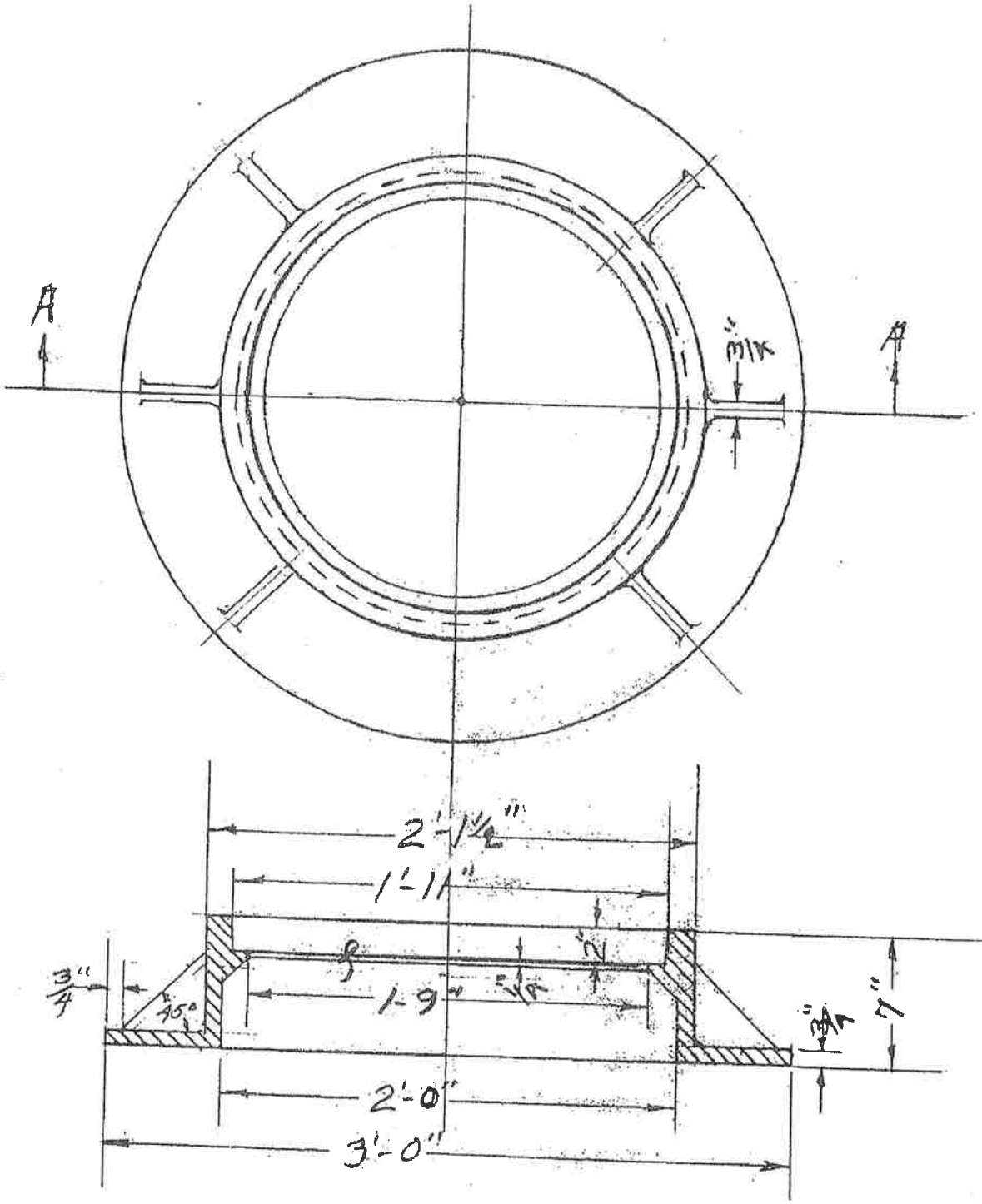
425 Lbs.

STANDARD MANHOLE LID & FRAME

SCALE 1½" - 1'-0"

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R.
4-28-56
DWG 1040

3.

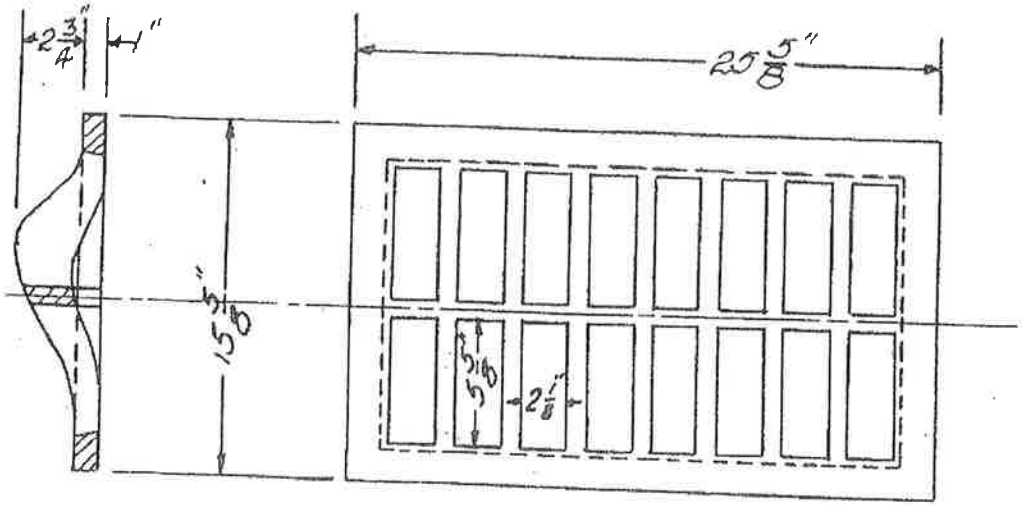


MANHOLE FRAME
Scale: 1½" = 1'-0"

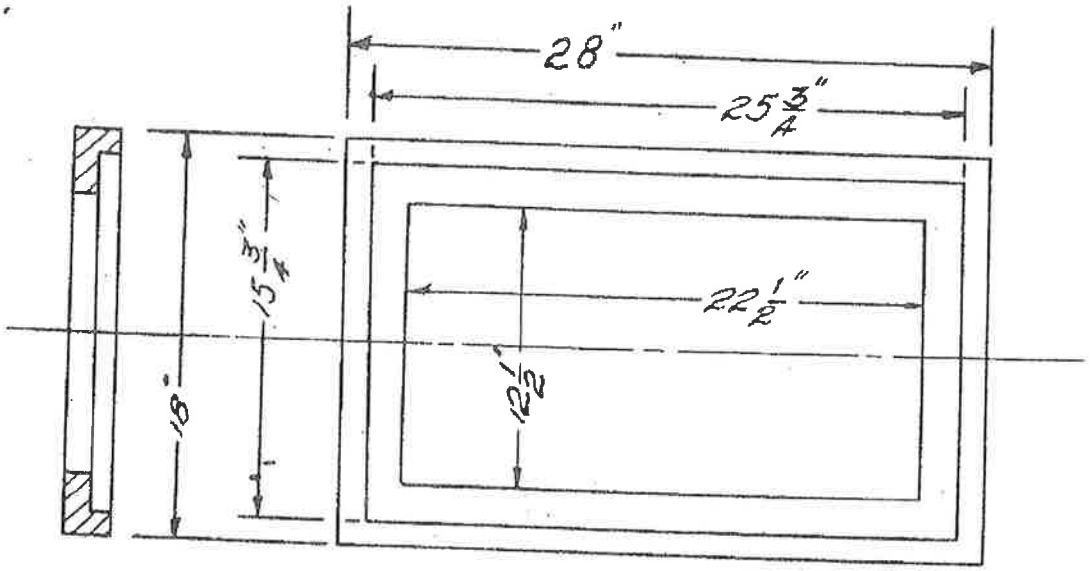
FOR COVER See Dwg. 1032

GULF FOUNDRY & MACHINE CO. MOBILE, ALABAMA	
Dr. By AAF. 5-28-54	DWG. NO 1031

4.

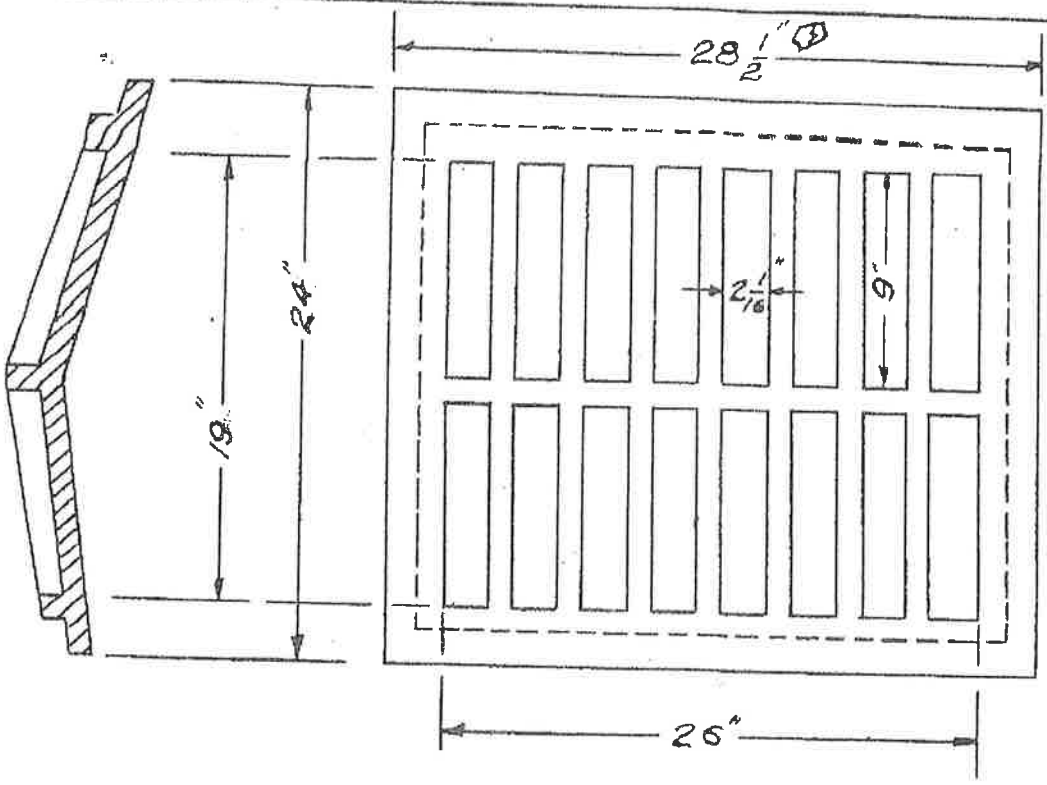


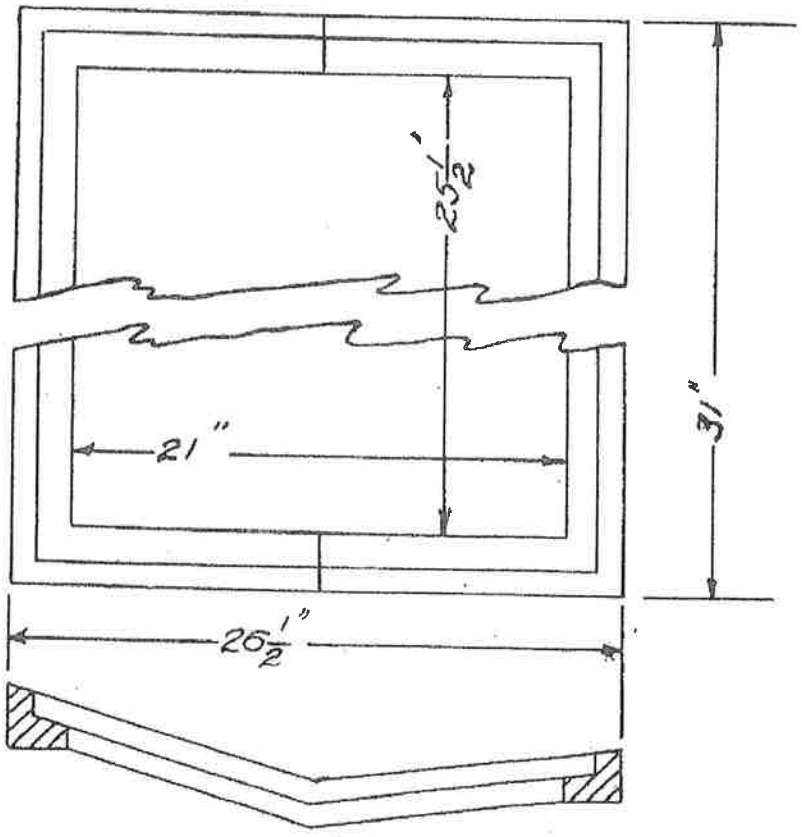
① WT. 72#



DRIVEWAY TYPE CATCH BASIN
FRAME & COVER

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA
DWN BY: U.T. O'B.
9-14-48
DWG NO. 991 ALT NO-1



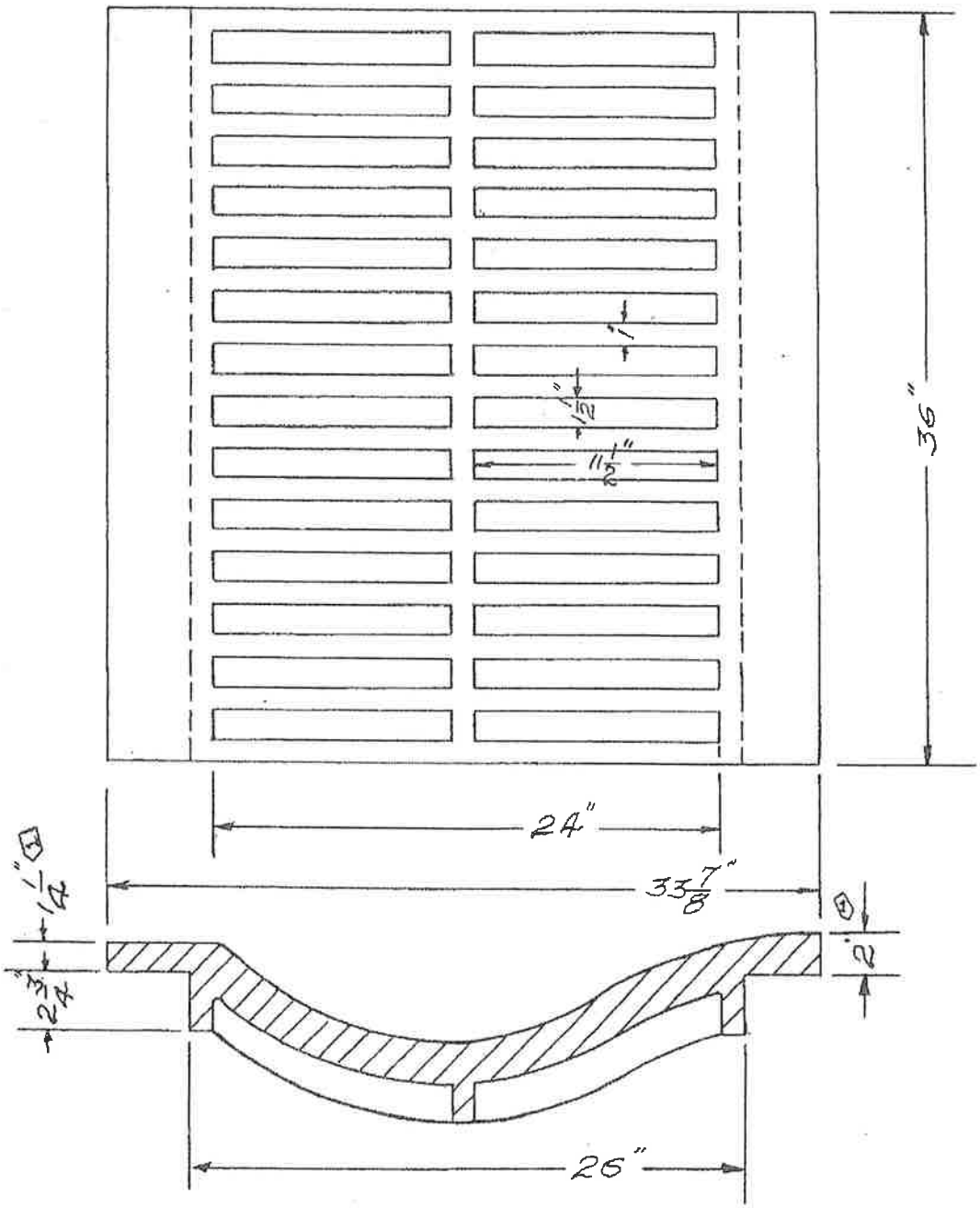


21"X25" DRIVE WAY TYPE
CATCH BASIN FRAME
& COVER

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

DWG. BY: J.T.O'B.
9-10-48
DWG. No. 998

6.

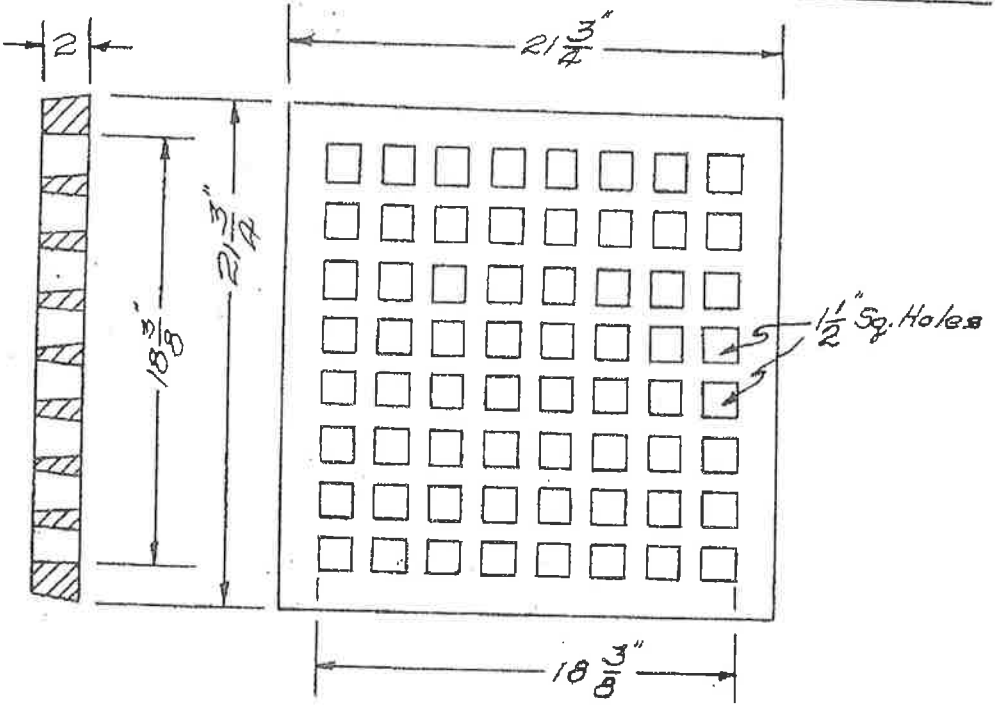


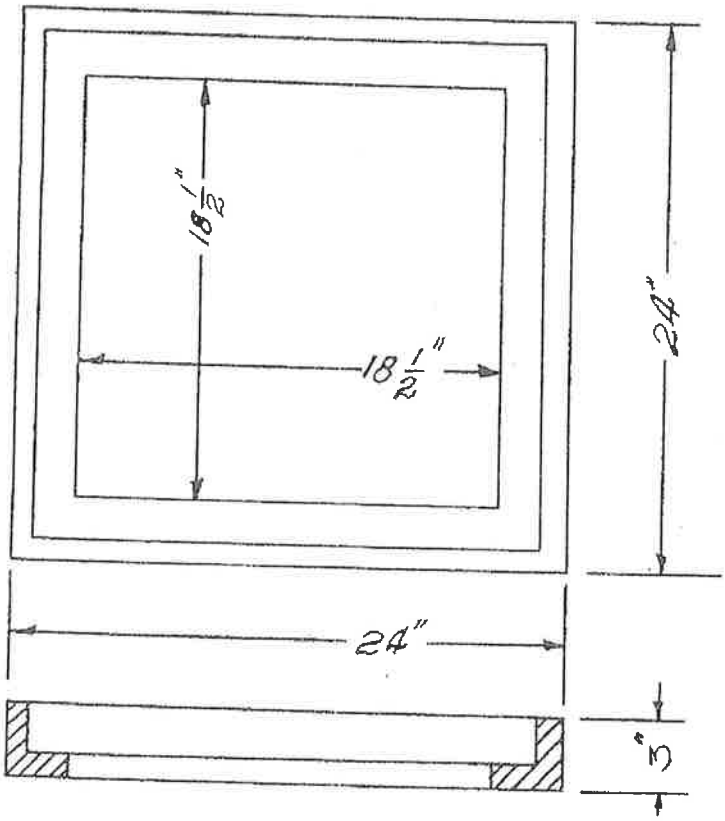
FRAMLESS DRIVEWAY
TYPE GRATING

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

Dwg By: J.T.O'B.
9-10-48
Dwg No 999 Alt.-1

1.



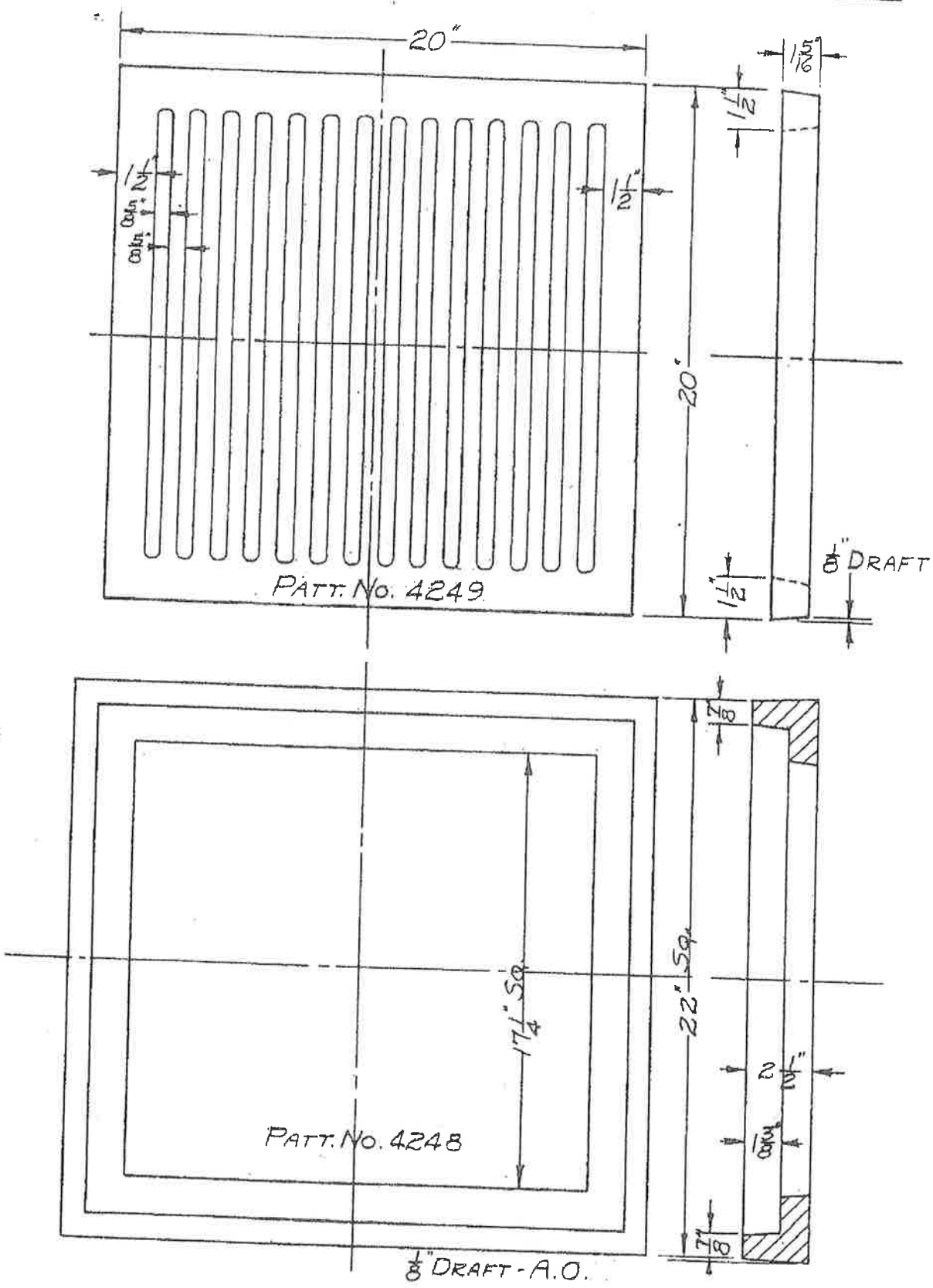


18½" SQUARE WATER BASIN GRATE & FRAME

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

DWN BY: J.T.O'B.
9-13-48
DWG NO. 100R ALT. NO. 0

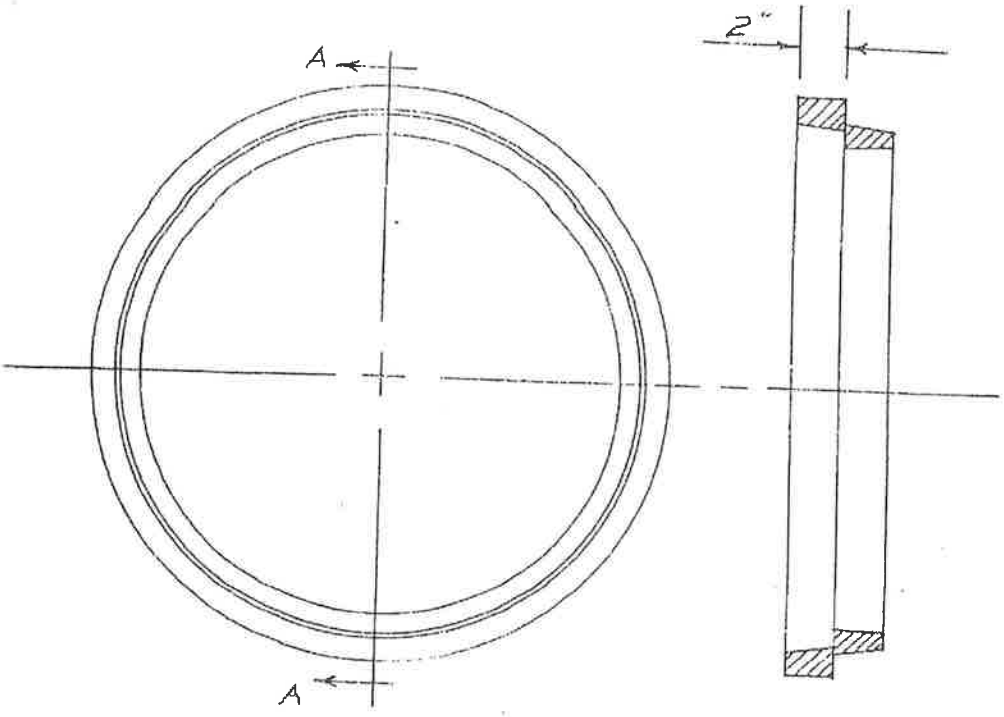
8.



C.I. FRAME & GRATE
22" SQUARE

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA

DWG. BY: DJM
DATE: 6-28-49 1019



SEC A-A

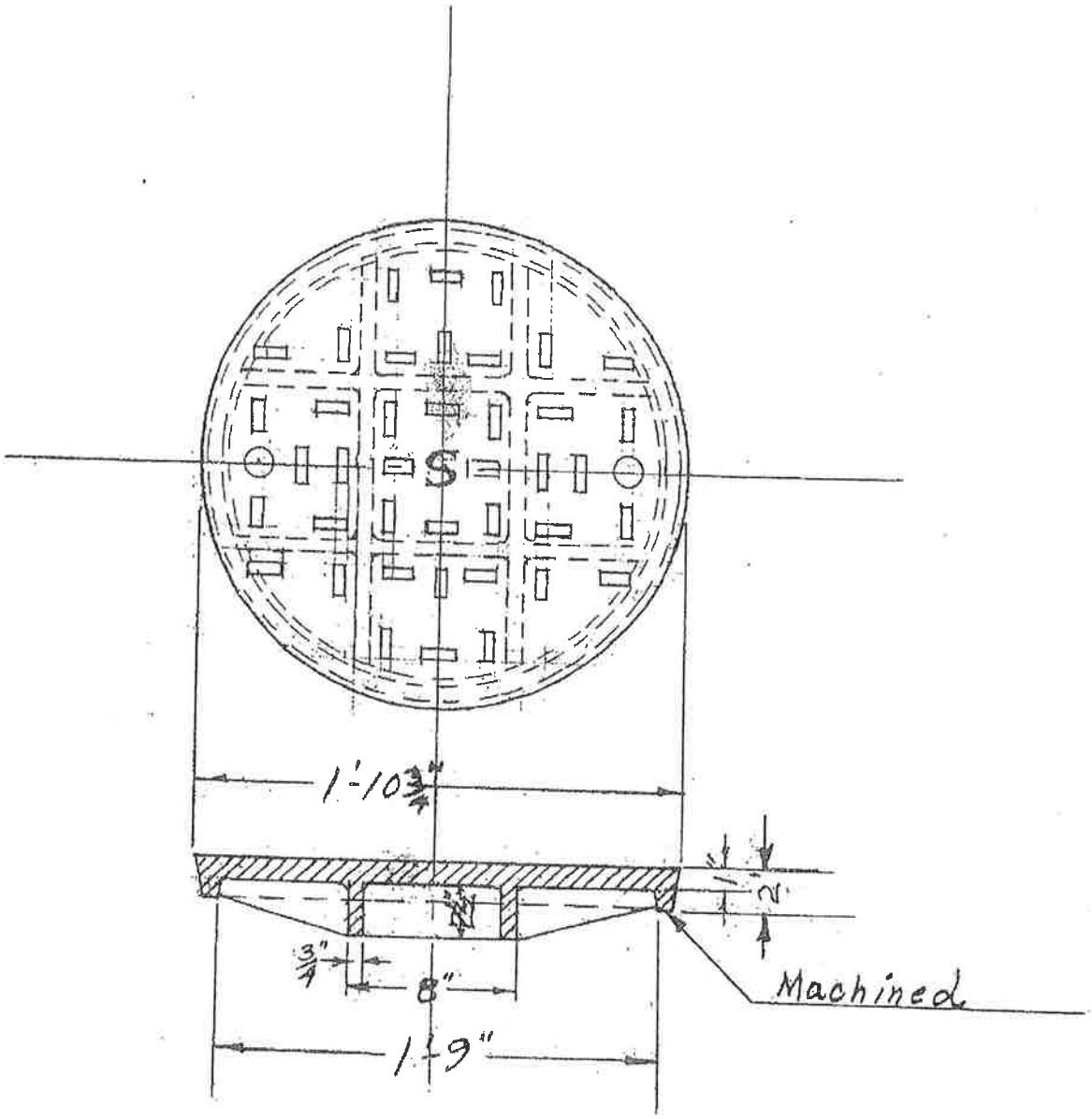
TYPE A - AS SHOWN
TYPE B - MADE FOR
LIGHTER LID.

PWG 1073

MANHOLE FRAME
EXTENSION

10.

GULF FOUNDRY
& MACHINE CO.
MOBILE, ALABAMA

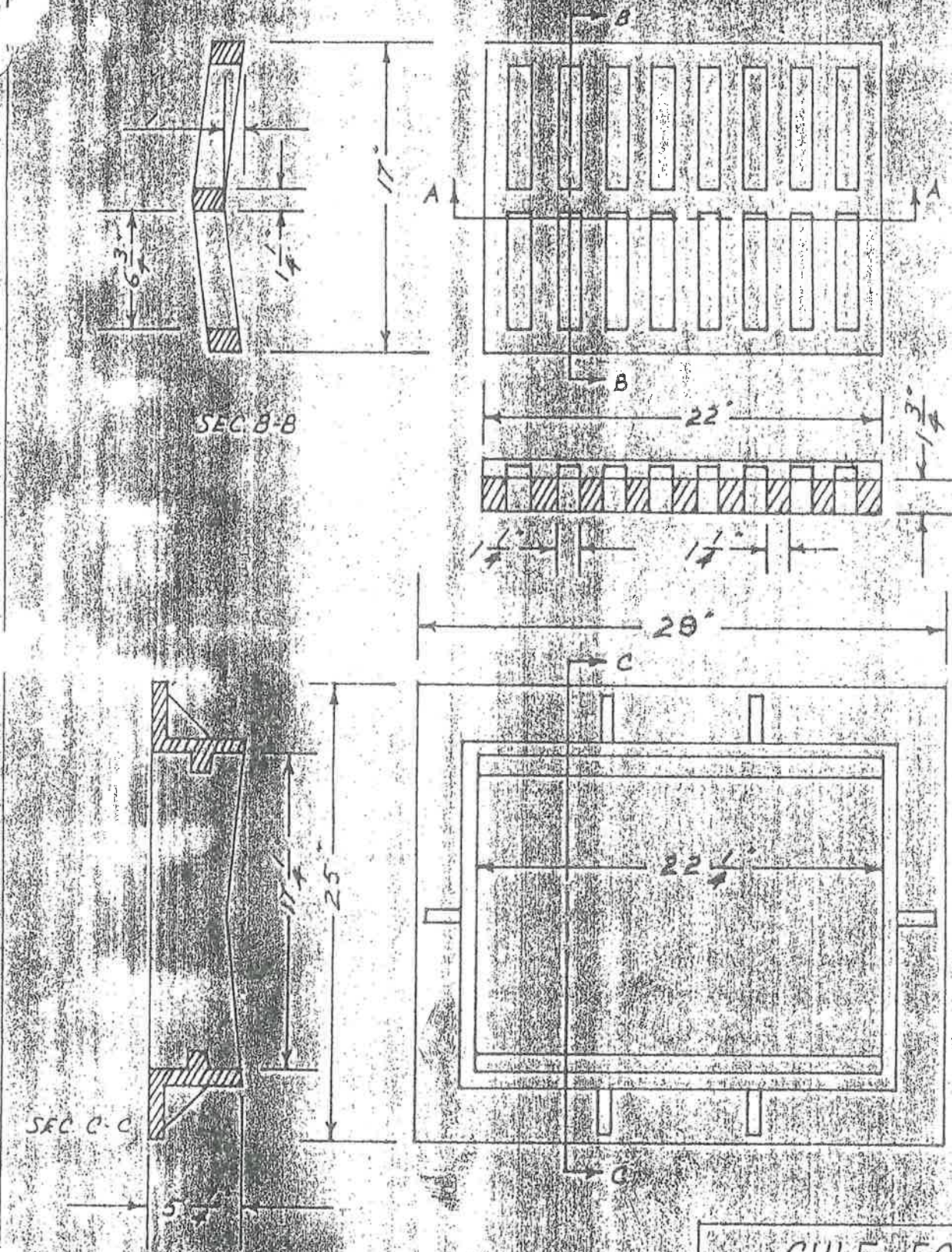


DETAIL OF MANHOLE COVER
Scale 1½" = 1'-0"

FOR FRAME SEE DWG Nº 1031

GULF FOUNDRY & MACHINE CO. MOBILE, ALABAMA	
Dr. By ~~AAF.~~ 5-28-'54	Dwg No. 1032

11.

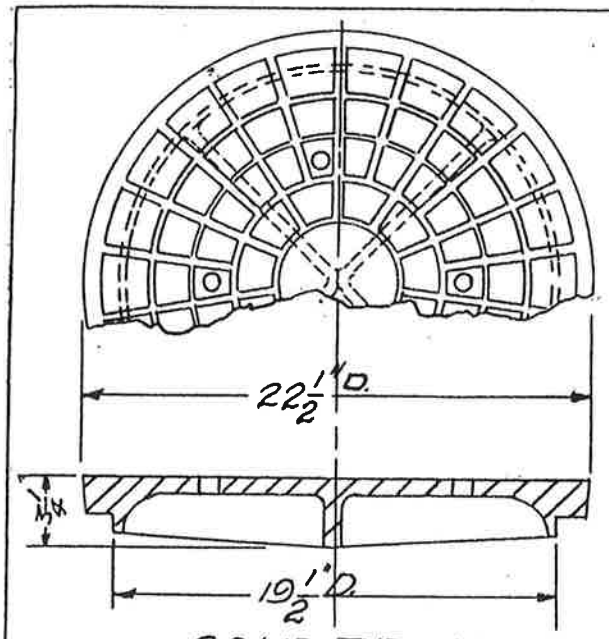


TOTAL WT. 276 LBS.

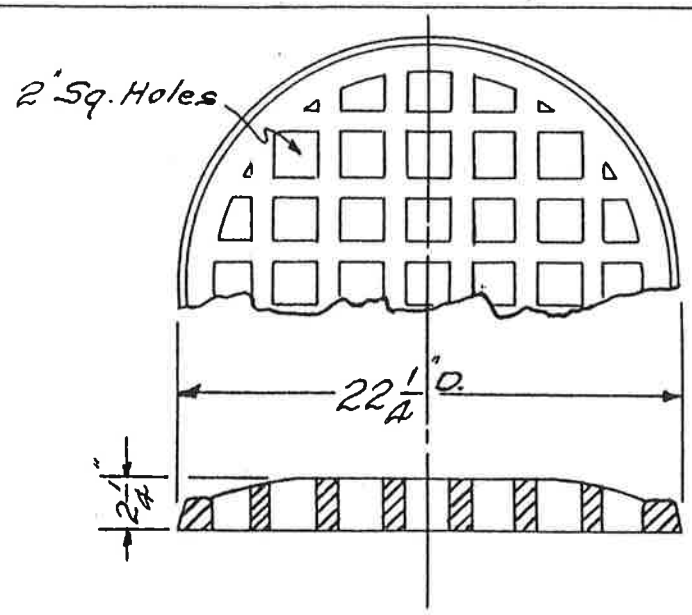
CONCAVE INLET FRAME & GRATE

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWG. 1071

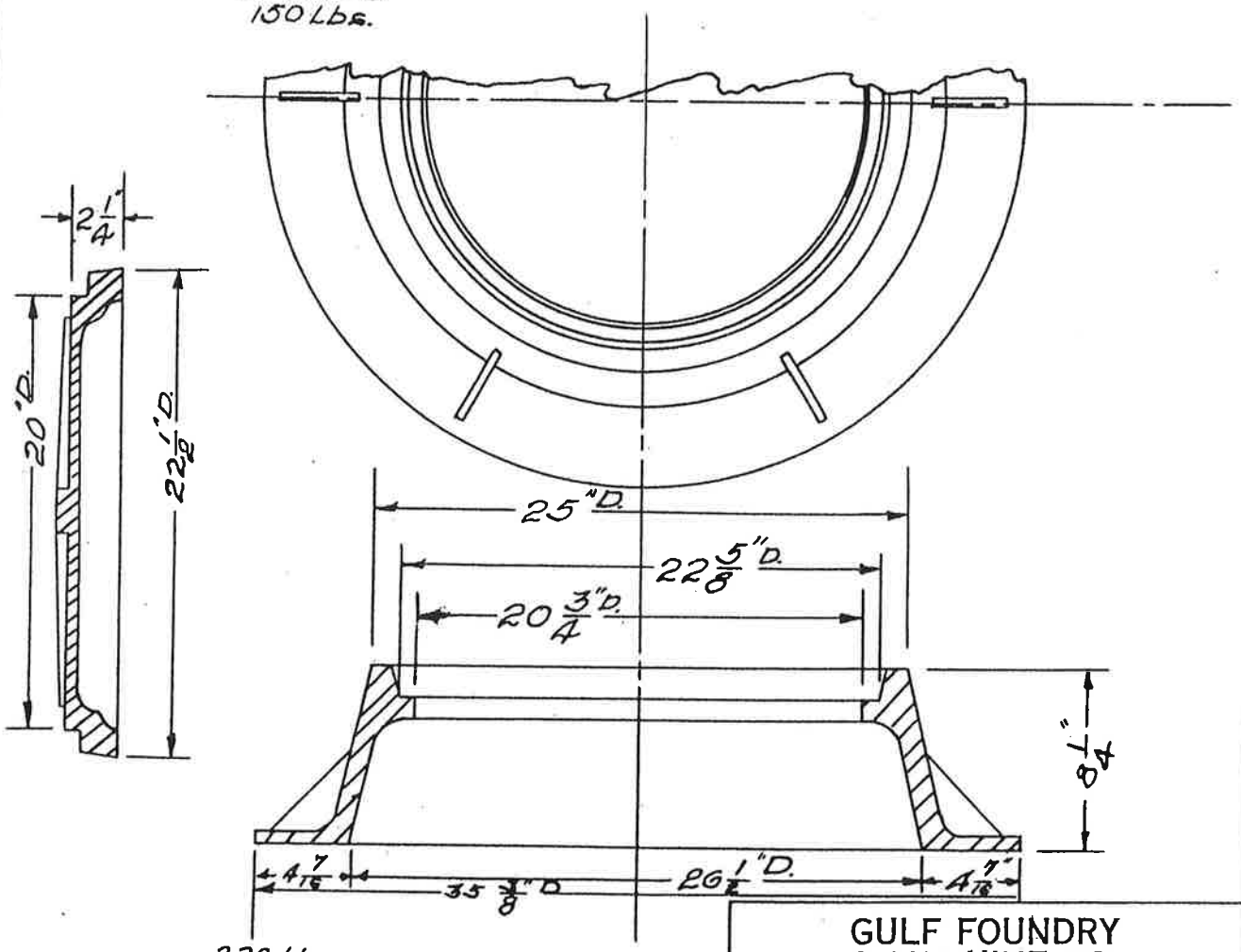
12.



SOLID TYPE LID
4- 3/4" D. Cored Holes if Ordered
150 Lbs.



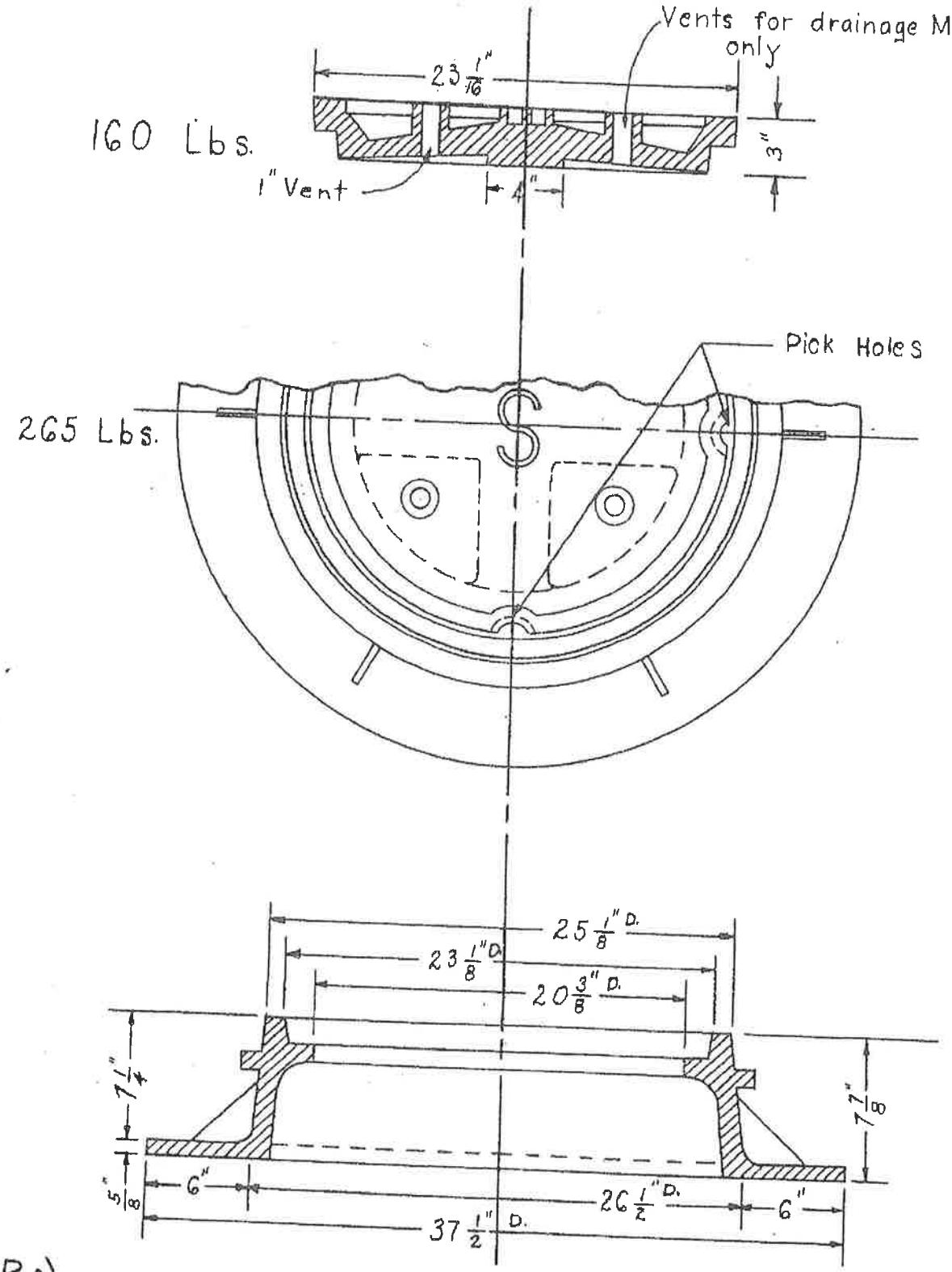
DRAIN TYPE LID



220 Lbs.
21" STANDARD MANHOLE LIDS & FRAME

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: J.T.O'B.
9-14-48
DWG No 998 ALT No

13.



(PALMER & BAKER)

14.

425 Lbs.

STANDARD MANHOLE LID & FRAME

SCALE 1½" - 1' - 0"

GULF FOUNDRY & MACHINE CO.
MOBILE, ALABAMA
DWN BY: D.R.
5-18-56
DWG 1044

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CivicPlus for one year subscription plus implementation services for CivicPlus Agenda software for City Clerk.
Capital equipment.

Amount of Contract:

$21,975.75

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231026 CivicPlus Agenda Package POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
1118	2024	(1030) CITY CLERK	ONE-YEAR SUBSCRIPTION PLUS IMPLEMENTATION SERVICES FOR CIVICPLUS AGENDA SOFTWARE FOR CITY CLERK (GSA CONTRACT; EXEMPT AS SOFTWARE)	$21,975.75	(295715) CIVICPLUS, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001118-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CIVICPLUS, INC	CITY CLERK
302 SOUTH 4TH STREET	205 GOVERNMENT STREET
SUITE 500	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
MANHATTAN, KS 66502	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7855871853	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/23	295715				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER GSA CONTRACT #G5-35F-0124U AND YOUR QUOTE #Q-47882-1.			
001	CIVICPLUS AGENDA SOFTWARE PROJECT IMPLEMENTATION AND DEPLOYMENT: -CIVICCLERK FIRST YEAR ANNUAL -CIVICCLERK MEDIA IMPLEMENTATION -CIVICCLERK MEDIA ANNUAL -AGENDA AND MEETING MANAGEMENT SELECT ULTIMATE IMPLEMENTATION PACKAGE -CIVICCLERK ULTIMATE CONFIGURATION -1X 4-HOUR BLOCK VIRTUAL CONSULTING -2X 4-HOUR BLOCK VIRTUAL TRAINING -CIVICCLERK CUSTOM TEMPLATE DESIGN - 2 AGENDA TEMPLATES; 1 ITEM REPORT TEMPLATE; 1 MINUTES TEMPLATE; 1 AGENDA SCRIPT TEMPLATE -LIVE MEETING MANAGER -CIVICCLERK HISTORICAL FILE IMPORT (UP TO 7, 500 FILES - PDF / MP3 / MP4)	1.00 EACH	21975.75000	21975.75
	Additional Description Notes			
	LABOR CATEGORY AND GSA HOURLY RATE WITH IFF: WEBSITE CONSULTANT - $149.01 PROJECT MANAGER - $135.86 NETWORK CONSULTANT - $135.86 WIRELESS NETWORK TECHNICIAN -			

Bill To	Requisition 00001118-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CIVICPLUS, INC	CITY CLERK
302 SOUTH 4TH STREET	205 GOVERNMENT STREET
SUITE 500	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
MANHATTAN, KS 66502	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
UNITED STATES	
Tel#7855871853	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/23	295715				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	$135.86 PROGRAMMER - $131.48 GRAPHIC DESIGNER - $109.57 WRITER - $109.57 SERVER AND NETWORK TECHNICIAN - $109.57 TRAINER - $109.57 PC TECHINICAN - $89.41 CONTENT DEVELOPER - $80.64			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0027 .CAPEQUIPMT. .			21975.75

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Requisition Link

Requisition Total 21975.75

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

Bill To	Requisition 00001118-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CIVICPLUS, INC 302 SOUTH 4TH STREET SUITE 500 MANHATTAN, KS 66502 UNITED STATES Tel#7855871853	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/23	295715				CITY CLERK

LN	Description / Account	Qty	Unit Price Amount	Net Price Remaining Budget
	Account			
	E E0027 .CAPEQUIPMT. .		21975.75	336686.35

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	21975.75	1871772.64

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/25/23	LANA PAFENBACH	Auto approved by: 91056651
Approved	10/25/23	LISA LAMBERT	
Approved	10/26/23	BRENDA RHODES	
Approved	10/26/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/26/23	RELYA MALLORY	Auto approved by: 910511034
Approved	10/26/23	DONALD ROSE	Approved by: 9105fola
Approved	10/26/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	10/26/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	10/26/23	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	10/26/23	JOHN PAINE	Auto approved by: 910516727
Approved	10/26/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-datepricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title Multiple Award Schedule

For more information on ordering from Federal Supply Schedules go to the GSASchedules page at GSA.gov.

Contract Number: **GS-35F-0124U**

Contract period: **December 12, 2007 – December 11, 2027**

Contractor: **CivicPlus, LLC**

Contract Administrator: **Kyle Karpowicz**

Business Size: **Other**

Address: **302 S. 4th Street, Suite 500**
Manhattan, KS 66502

Telephone: **888-228-2233**

Facsimile: **785-587-8951**

E-mail: **karpowicz@civicplus.com**

Website: **www.civicplus.com**

CUSTOMER INFORMATION:

1a. Table of awarded special item numbers:
54151S Information Technology Professional Services

1b. 54151S Information Technology Professional Services

Labor Category	GSA Hourly Rate with IFF
Website Consultant	$149.01
Project Manager	$135.86
Network Consultant	$135.86
Wireless Network Technician	$135.86
Programmer	$131.48
Graphic Designer	$109.57
Writer	$109.57

Server and Network Technician	**$109.57**
Trainer	**$109.57**
PC Technician	**$89.41**
Content Developer	**$80.64**

1c. Description of Hourly Rates:

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultants provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix current operating systems, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the "client experience" throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
    - Client phone and on-site training and consulting assignments
    - Training staff meetings
    - Internal staff trainings

- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with software as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as install wireless components such as access points and routers, know the difference between frequencies and best suited antennas, and configure, filter, and troubleshoot wireless network.

- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus’ reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.
- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code, including add new functionality to enhance the performance and features of software, replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems, research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of software and define functional and technical requirements for new projects and changes to the current system.

- Technical consulting
- Design consulting to gear site designs towards web standards, performance, and general usability
- Internal training for new functionality
- Internal support for how the software works
- Setup new servers
- Setup new sites including the setup on the servers and the layout template for individual sites
- Performance monitoring of servers and sites

- **Minimum Education:** Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in Website navigation architecture and engineering, Website design: color choices, prominent elements, and supporting elements, Section 508/ADA compliance, Website readability and usability, Content development, and identifying items for featured use
Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- Software/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures

- Reengineer processes for the web
- Determine and prioritize desired new features for software or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

2. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000: Special Item Number 54151S

3. The minimum dollar value of orders to be issued is $ ***100***.

4. The Geographic Scope of Contract will be domestic and overseas delivery.

5. Point(s) of production (city, county, and State or foreign country): N/A

6. Listed prices are discounted 7% from listed pricing. Prices shown on attached price list are net prices with discount included

7. Quantity discounts. Additional 2% discount for orders over $200,000.

8. Prompt payment terms: 0%

9a. Government purchase cards are accepted at or belowthe micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin): None

11a. Time of delivery: As agreed to be Ordering Agency

11b. Expedited Delivery: Contact Contractor representative for availability of expedited delivery.

11c. Overnight and 2-day delivery. Overnight and 2-day delivery are not available.

11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. point(s): N/A

13a. Ordering address(es): N/A

13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work..

14. Payment address: CivicPlus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502.

15. Warranty provision: For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
    - Time of delivery/installation quotations for individual orders;
    - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
    - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
    - The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. Export packing charges: N/A

17. Terms and conditions of Government purchase card acceptance (anythresholds above the micro-purchase level): N/A

18. Terms and conditions of rental, maintenance, and repair (ifapplicable): N/A

19. Terms and conditions of installation (if applicable):N/A

20. Terms and conditions of repair parts indicating date of parts price listsand any discounts from list prices (if applicable): N/A

20a. Terms and conditions for any other services (if applicable): N/A

21. List of service and distribution points (if applicable): N/A

22. List of participating dealers (if applicable): N/A

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies andservices can be found at www.civicplus.com. The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number: 883003113

26. Notification regarding registration in System for Award Management(SAM) database: CivicPlus,LLC is registered in the sam.gov database. We will keep our registration current as per the contract requirements.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc to replace engine and fuel system for 2018 Pierce Enforcer fire pumper truck.
Fleet capital

Amount of Contract:

$55,069.68

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231026 EEP Agenda Package POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
514	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACE ENGINE AND FUEL SYSTEM FOR 2018 PIERCE ENFORCER FIRE PUMPER TRUCK (SEALED BID 5849)	$55,069.68	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	sean.clark@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	CHARLES SUMRALL
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-03030			
001	TO REPLACE EXISTING CUMMINS L9 ENGINE AND REPLACE COMPLETE FUEL SYSTEM IN 2018 PIERCE PUMPER AS PER THE FOLLOWING AND CITY OF MOBILE BID #5849 AND YOUR QUOTE	1.00 LOT	55069.68000	55069.68
	Additional Description Notes			
	REPLACE CUMMINS ENGINE AND COMPLETE FUEL SYSTEM ON A 2018 PIERCE FIRE ENGINE (E9) CURRENT ENGINE HOURS 6588, MILE 52,439 ASSET # 75531 VIN# 4P1BAAFF2JA019059 ENGINE SERIAL NUMBER 74268943 TRANSMISSION MAKE ALLISON 3000 EVS 1. NEW COMPLETE DROP IN ENGINE ASSEMBLY (L9) CUMMINS 2. COMPLETE FUEL SYSTEM REPLACE FROM FILLER CAP AND TUBE TO THE TANK ALL WAY TO ENGINE AND BACK TO TANK 3. REPLACE ALL COMPONENTS OF THE FUEL SYSTEM, LINES SUPPLY AND RETURN, FILTERS AND ELECTRIC FUEL PUMP. 4. COOLANT SYSTEM FLUSH AND REFILL 5. TRAMSMISSION SYSTEM FLUSH AND REFILL 6. REPLACE ALL HOSES AND BELTS 7. MUST BE ABLE TO PROGRAM (CONTROL MODULES) TO FACTORY SPEC AT NO ADDITION CHARGES 8. NEW OIL, COOLANTS, ALL AIR AND OIL FILTERS AND ENGINE OIL. 9. REPLACE THE DEF FILTERS AND CLEAN THE DIESEL PARTICULATE FILTER.			

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	10. VENDOR TO HAVE A PUMP TEST RUN BY A 3RD PARTY. TRUCK MUST PASS PUMP TEST AFTER INSTALLITION AND CITY TO BE PROVIDED A COPY OF PUMP TEST 11. THE CITY IS LOOKING FOR A 30-90 DAYS TURN AROUND. 12. VENDOR WILL BE REPONSIBLE TO PICK THE UNIT UP FROM THE CITY GARAGE AND WHEN COMPLETED, RETURN THE UNIT UNDER IT'S OWN POWER TO THE CITY GARAGE. VENDOR TO FOLLOW ALL REQUIREMNTS OF CITY OF MOBILE BID # 5849. NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF OR CHIEF AS THE AUTHORITY TO CHANGE THE TERMS NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			55069.68

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
CITY CLERK

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			

Requisition Link

Requisition Total 55069.68

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	55069.68	1871772.64
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Rejected	10/11/23	CHARLES SUMRALL	More Info Needed
Approved	10/12/23	CHARLES SUMRALL	Unit is going to be bided out
Approved	10/12/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	10/12/23	JAMES DELAPP	
Approved	10/12/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	10/12/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	10/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/26/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/26/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/26/23	JOHN PAINE	
Approved	10/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00000514-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
HORN LAKE, MS 38637	sean.clark@cityofmobile.org
USA	
Tel#205-685-8200	Delivery Reference
	CHARLES SUMRALL
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/23	294963				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID 5849

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM

EMERGENCY EQUIPMENT PROFESSIONALS	$55,069.68
CUMMINS	$72,546.81
WARD INTL	$76,274.95
DS DIESEL SERVICES	$89,127.07

ADDENDUM 2

October 18, 2023

RE: City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Delete The Following:

9. Replace DEF Filters

Replace with:

9. Replace the DEF Filters and Clean the Diesel Particulate Filter

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/TAJBE

ADDENDUM

October 18, 2023

RE: City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Please consider the following to be ADDENDUM to City of Mobile Bid #5849 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER

Delete The Following:

9. Clean the DEF Filters

Replace with:

9. Replace DEF Filters

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/TAJBE

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

Typed by: tajb 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:
10/13/2023	5849	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, October 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	REPLACEMENT OF EXISTING CUMMIN L9 ENGINE AND COMPLETE FUEL SYSTEM IN 2018 PIERCE FIRE PUMPER					
	Fire Apparatus Fuel Tank was refilled with DEF Fluid instead of Diesel Fuel.					
	Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop in Cummins Complete L9 Engine.					
	Vendor to Replace ALL Components of the Fuel Delivery and Return System to Include Tank Lines, Filter & Housing/ Mounts, Electric Fuel Pump, Injection Pump, and Return Lines. To include Filler Line and Fuel Cap.					
	Everything that the DEF had contact with in Fuel System is to be replaced.					
	Vehicle is currently at City of Mobile Garage 770 Gayle Street in Mobile.					
	To view Apparatus Contact Charles Sumrall at 251-422-1609.					
	Vendor will need to Tow Pumper to Repair Shop.					
	Vendor will pick Truck up from City of Mobile Garage 770 Gayle Street Mobile, AL 36604.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor will deliver Apparatus under its own power back to the City.

Vendor will follow Cummins break-in procedures and shall document the break in.

City will have full access to Vendor's shop to view the Replacement process.

Any questions, address them to City of Mobile Purchasing at purchasing@cityofmobile.org .

Business License Required (See Instruction #14).

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.

			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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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..

This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.

No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile.

All Changes must be done in writing and can only be issued by the Purchasing Agent.

Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid.

Time to Complete Replacement _____

Price to perform _____

Replaces as per Bid Specifications

THE ABOVE 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

FLEET MANAGEMENT

BID FOR REPLACEING AN ENGINE ON A 2018 PIERCE FIRE ENGINE (E9)

CURRENT ENGINE HOURS 6588, MILE 52,439

ASSET # 75531

VIN# 4P1BAAFF2JA019059

ENGINE SERIAL NUMBER 74268943

TRANSMISSION MAKE ALLISON 3000 EVS

1. COMPLETE DROP IN ENGINE ASSEMBLY (L9) CUMMINS
2. FUEL TANK REPLACE
3. REPLACE ALL COMPONENTS OF THE FUEL SYSTEM, LINES SUPPLY AND RETURN, FILTERS, FILTER MOUNT/CONNECTIONS AND ELECTRIC FUEL PUMP.
4. COOLANT SYSTEM FLUSH AND REFILL
5. TRAMSMISSION SYSTEM FLUSH AND REFILL
6. REPLACE ALL HOSES AND BELTS
7. MUST BE ABLE TO PROGRAM (CONTROL MODULES) TO FACTORY SPEC AT NO ADDITION CHARGES
8. NEW OIL, COOLANTS, ALL AIR AND OIL FILTERS AND ENGINE OIL.
9. CLEAN THE DEF FILTERS
10. VENDOR TO HAVE A PUMP TEST RUN BY A 3RD PARTY. TRUCK MUST PASS PUMP TEST AFTER INSTALLITION AND CITY TO BE PROVIDED A COPY OF PUMP TEST
11. THE CITY IS LOOKING FOR A 30-90 DAYS TURN AROUND.

12. VENDOR WILL BE REPONSIBLE TO PICK THE UNIT UP FROM THE CITY GARAGE AND WHEN COMPLETED, RETURN THE UNIT UNDER IT'S OWN POWER TO THE CITY GARAGE.
13. 2 YEAR UNLIMITED MILES ON CUMMINS DROP-IN ENGINE ASSEMBLY
14. 1 YEAR UNLIMITED MILEAGE ON FUEL TANK
15. 1 YEAR UNLIMITED MILEAGE ON DEF FILTER CLEANING
16. VENDOR TO PROVIDE FIRST COMPLETE SERVICE AT NO CHARGE TO THE CITY OF MOBILE, IS TO BE PART OF YOUR COST OF THE ENGINE REPLACEMENT.

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Lytx Inc for July-Aug 2023 Drivecam services for 483 fleet cameras.
Fleet capital

Amount of Contract:

$48,658.27

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231025 Lytx Agenda Package POs	Cover Memo	10/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
973	2024	(F7000) MOTOR POOL	JUL-AUG 2023 DRIVECAM SERVICES FOR 483 FLEET CAMERAS (GSA CONTRACT)	$48,658.27	(291836) LYTX INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000973-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LYTX INC 9785 TOWNE CENTRE DR SAN DIEGO, CA 92121 Tel#815-382-5168 Fax 858-430-4001	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	291836				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LYTX FINAL PAYMENT-TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 DC ENTERPRISE, DC PURCHASE - BILLED QUARTERLY Additional Description Notes --- LYTX FINAL PAYMENT-TELEMANTICS SUBSCRIPTION AS SPECIFIED: 483 DC ENTERPRISE, DC PURCHASE - BILLED QUARTERLY JUNE 23-AUG 23 AND SEPT. 2023	1.00 EACH	48658.27000	48658.27
1	7000.40.20.0000.0000.2070.0000.0000.42110.			48658.27

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 48658.27

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.		

Bill To	Requisition 00000973-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LYTX INC	MOTOR POOL - ATTN: SEAN CLARK
9785 TOWNE CENTRE DR	770 GAYLE STREET
	MOBILE, AL 36604
SAN DIEGO, CA 92121	AGEET@CITYOFMOBILE.ORG
Tel#815-382-5168	Delivery Reference
Fax 858-430-4001	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/23	291836				MOTOR POOL

Account		Amount	Remaining Budget
		48658.27	
MOTOR POOL EXP	DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	10/23/23	CHARLES SUMRALL	
Approved	10/24/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	10/24/23	JAMES DELAPP	
Approved	10/24/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	10/24/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	10/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	10/24/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/24/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/24/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/24/23	JOHN PAINE	
Approved	10/24/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advatage!®, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title: **Multiple Award Schedule**

Large Category: **Information Technology**

Sub-Categories: **IT Hardware; IT Software; IT Training; Electronic Commerce; Telecommunications**

FSC Classes/Product Codes and Service Codes: **7010, J070, 7030, U012, D304**

Special Item Numbers:

Special Item No. 33411	**Purchasing of New Electronic Equipment**
Special Item No. 811212	**Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**
Special Item No. 611420	**Information Technology Training**
Special Item No. 54151ECOM	**Electronic Commerce and Subscription Services**
Special Item No. 517312	**Wireless Mobility Solutions**

Contract Number: **GS-35F-0623S**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period**: September 8, 2006 – September 7, 2026**

Contractor:

Lytx, Inc.
9785 Towne Centre Drive, San Diego, CA 92121
(858)430-4000

www.lytx.com

Pricelist current through Modification Number PO-0108, dated August 28, 2023.

TABLE OF CONTENTS

	Page
CUSTOMER INFORMATION	3
TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)	7
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)	10
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)	15
TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)	17
TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)	20
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	22
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY	23
BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"	26
LYTX'S OFFERING AND PRICE TABLES	27

Special Item Number 33411 – Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM – Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions
Special Item Number 611420 – Information Technology Training

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs).

SIN	SIN Title
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions

1b. **Lowest Priced Model Number and Lowest Unit Price for Each SIN.**

SIN	Model Number	Unit Price (including IFF)
33411	SRV-INS-0014	$23.93
811212	4510-00001-0001	$46.90
611420	4235-00001-0000	$125.00
54151ECOM	4230-MANUAL-M	$0.95
517312	Wireless Services - Gov-A	$24.00

1c. **Hourly Rates.**

Not applicable.

2. **Maximum Order.**

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 33411 - Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 54151ECOM - Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions

b. The Maximum Order value for the following Special Item Numbers (SINs) is $250,000:

Special Item Number 611420 – Information Technology Training

3. Minimum Order.

The minimum dollar value of orders to be issued is $100.

4. **Geographic Coverage**.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of Production.

Houston, TX U.S.

6. Discount from List Prices or Statement of Price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts.

None.

8. Prompt Payment Terms.

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are <u>not</u> accepted above the micro-purchase threshold.

10. Foreign Items.

None. Products are substantially transformed in the U.S.

11a. Time of Delivery.

TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
33411	Within 30 days of reciept
811212	Within 30 days of reciept
611420	Within 30 days of reciept
54151ECOM	Within 30 days of receipt
517312	Within 30 days of receipt

11b. Expedited Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11c. Overnight and 2-day Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)

33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11d. Urgent Requirements.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

Destination

13a. Ordering Address.

Lytx, Inc. 9785 Towne Centre Drive, San Diego, CA 92121

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Office: 858-430-4000

Fax: 858-430-4001

14. Payment Address.

Lytx, Inc. DEPT 9972, Los Angeles, CA 90084

15. Warranty Provision.

Warranty is addressed in the SIN specific terms and conditions.

16. Export Packing Charges, if Applicable.

Not applicable.

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level).

None.

18. Terms and Conditions of Rental, Maintenance and Repair (if applicable).

See SIN specific terms and conditions.

19. Terms and Conditions of Installation (if applicable).

See SIN specific terms and conditions.

20. Terms and Conditions of Repair Parts (if applicable).

See SIN specific terms and conditions.

20a. Terms and Conditions for Any Other Services (if applicable).

See SIN specific terms and conditions.

21. List of Service and Distribution Points (if applicable).

U.S. (including 50 states and Washington, D.C.) and U.S. territories

22. List of Participating Dealers (if applicable).

Not applicable.

23. Preventative Maintenance (if applicable).

See SIN specific terms and conditions.

24a. Special Attributes Such As Environmental Attributes.

Not applicable.

24b. Section 508 Compliance.

Not applicable.

25. DUNS Number.

02-649-9454

26. Registration in System for Award Management (SAM) Database.

Lytx has registered in the SAM database.

27. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor, except to the extent such injury or damage is due to the wrongful acts or negligence of the Contractor.

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

The Lytx equipment is self-installable, however, Lytx does offer installation services.

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Lytx provides installation services and training services to the ordering activity when requested.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Those warranty terms are as follows:

(i) Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (the "VER Warranty Period"), Contractor warrants to ordering activity that the VERs, as delivered by Contractor to ordering activity, will substantially conform to the written specifications Lytx provides to ordering entity hereunder (the "Documentation"). The Warranty Period shall be extended for the duration of any period for which ordering activity purchases an extended warranty from Contractor. The foregoing warranties shall not apply if ordering activity fails to notify Contractor in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) ordering activity's negligence or misuse, or events beyond Contractor's reasonable control; (b) to the extent performed by ordering activity or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Contractor's instructions; (c) except as authorized by Contractor in writing, alterations to the VER made by anyone other than Contractor or its representatives; (d) except as authorized by Contractor in writing, any attempt to service the VER other than by Contractor or its representatives; or (e) third party software, hardware, or materials not approved or supplied by Contractor. Contractor shall not be responsible for any of ordering activity's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Contractor pursuant to the foregoing warranty. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this Section 6 shall be, at Contractor's option: (I) to use commercially reasonable efforts to correct any reproducible defects identified by ordering activity in writing during the Warranty Period which renders the VER non-conforming, (II) to replace the defective VER (with either a new or refurbished product), or (III) to accept return of the defective VER from ordering activity and provide ordering activity with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware provided hereunder that is not manufactured by Contractor, ordering activity acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and ordering activity agrees to look solely to the manufacturer with respect to all applicable claims. The right to enforce all warranties made by any such manufacturer are hereby, to the extent Contractor has the right, assigned to ordering activity.

(ii) Warranty Claims. To make a return under the warranties in this Section 6, ordering activity must first contact Contractor Technical Support and assist in a reasonable troubleshooting

effort to restore the product to service. Upon a failure determination by Contractor Technical Support, ordering activity must request a Return Material Authorization number (RMA) within the Warranty Period. Upon approval of the request, Contractor will provide ordering activity an RMA number and a prepaid return label. For all warranty returns, ordering activity must use the return label provided by Contractor to send the product to Contractor, packaged appropriately for safe shipment. Contractor shall pay all freight charges for shipment to ordering activity of any replacement VER covered by these warranty provisions.

(iii) Service Warranty. Contractor warrants to the ordering activity that any services to be performed hereunder shall be performed in a professional and workmanlike manner. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this contract shall be for Contractor to use commercially reasonable efforts to re-perform the services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise expressly set forth herein, (i) the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, (ii) Contractor disclaims all warranties, express, implied or statutory, except to the extent otherwise specified herein, (iii) Contractor makes no warranty that the software provided will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error free, that all defects in the software can be corrected, or that any specific result or outcome will be achieved by utilizing the products or services and (iv) Contractor makes no warranty that access to the services or associated network coverage (e.g., wireless network coverage) will be continuous or uninterrupted.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment covered by a maintenance contract or warranty, the Contractor's repair service personnel shall provide ordering activity replacement equipment upon receipt of defective equipment in accordance with

Contractor's standard RMA process. For equipment not covered by a maintenance contract or warranty, Contractor does not provide repair services. Such services may be independently available to ordering activity through third party service providers.

8. MAINTENANCE RATE PROVISIONS

a. If equipment maintenance services are purchased at the listed monthly price, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Negotiated on a case by case basis.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Not applicable.

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **"Negotiated on a case by case basis"** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates will be negotiated with the ordering activity on a case by case basis. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, if applicable, shall apply.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated, at a discount of 5 % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 day period.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a 90 day period.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
(2) The length of the course;
(3) Mandatory and desirable prerequisites for student enrollment;
(4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

*******NOTE: If offering IT Professional Services with E-Commerce, use SIN 54151S and include the Terms and Conditions applicable to the IT Professional Services offered.***

1. SCOPE
The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) and Subscription Services apply exclusively to EC and Subscription Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.
The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

5. INTEROPERABILITY.
When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA
The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING
If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY
The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Not applicable.

The warranty shall commence upon the later of the following:
a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING
The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING
The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

See SIN 611420 for training services pricing.

14. MONTHLY REPORTS
In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN
(a) Describe the electronic service plan and eligibility requirements.

Not applicable.

(b) Describe charges, if any, for additional usage guidelines.

Not applicable.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

17. CONFIDENTIALITY

Each of ordering activity and Contractor shall keep confidential all proprietary information provided to it by the other party in connection herewith until such time as such information becomes generally known to the public through no act or omission of the receiving party.

18. CLIENT DATA

As between Contractor and ordering activity, ordering activity shall own the information, data and content captured by the products in ordering activity's possession ("Data"); the Data will be ordering activity's confidential information; provided that, Contractor and its subcontractors shall have the right to use such Data (i) in connection with performance hereunder and (ii) to improve and expand Contractor's products and services as long as such Data is treated as confidential information. Contractor shall have the right (which shall survive termination and expiration of this agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Contractor does not indicate to any third party that such components were provided by, obtained from, or associated with, the ordering activity or ordering activity's drivers.

TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment).

3. WARRANTY

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment) and the warranty applicable to such equipment is set forth on page 8.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

When requested, the Contractor provides installation services and training services for a separate charge. See SIN 33411 (Purchase of Equipment) and SIN 611420 (Training Courses) for the Contractor's current offerings.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

Provision of wireless services by the Contractor is contingent upon the ordering of the Contractors's cellular video event recorder (VER) and Managed Services. The service is limited to upload of videos and related data from VERs to servers operated by or on behalf of the Contractor, as part of delivery of Managed Services.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Data upload generally occurs in off-peak hours.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 517312 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). *See* FAR 25.401 (b)(2).

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Lytx, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Lytx Inc.
www.Lytx.com
gsa@Lytx.com
o 858-430-4000

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____

Ordering Activity Date

_____

Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Lytx's
GSA PRICE LIST

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

Line #	Item #	MPN #	Description	# of Units	GSA Price
Equipment					
1	ER-SF400-K0-101	ER-SF400-K0-101	Event Recorder, SF400, w/256 GB LTE NA	Per each unit	$525

Installation Services				
2	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days	$ 957.18
3	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day	$ 1,435.77
4	4230-00002-0001	Collision Accident Report (CAR)	Per Report	$ 239.29
5	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit	$ 47.86
6	SRV-INS-0010	DriveCam Installation Per Unit – Standard Install	Per each unit	$ 157.94
7	SRV-INS-0011	DriveCam Installation Per Unit – Complex Install (Waste, Transit)	Per each unit	$ 205.80
8	SRV-INS-0012	DriveCam Installation Per Unit – Premium Install (Coach)	Per each unit	$ 268.01
9	SRV-INS-0020	Complex Installation of Extended Harness	Per each unit	$ 57.30
10	SRV-INS-0013	DriveCam Installation Per Unit – Custom Install	Per each unit	$ 478.59
11	SRV-INS-0014	DriveCam Peripheral Install – Per Peripheral Sold	Per each unit	$ 23.93

SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

Line #	Model#	Item #	Description	GSA Price
1	WARRANTY 1 YEAR	4510-00005-0001	DriveCam Event Recorder 1 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 46.90
2	WARRANTY 2 YEAR	4510-00005-0002	DriveCam Event Recorder 2 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 93.80
3	WARRANTY 3 YEAR	4510-00005-0003	DriveCam Event Recorder 3 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 140.71

SIN 611420: INFORMATION TECHNOLOGY TRAINING

Line # 1	Training Course	Training for Software Usage, Event Review, Driver Coaching - Dedicated WebEx Training Session (Per Session)
	Brief description	Conducted via WebEx. Key topics covered include: how to use the software, tips on reviewing events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program. This is training done via the web, not at site.
	Length of Course	3 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 min/ 25 max
	Locations where the course is offered	Web Based
	Class Schedule	Per client's request
	Part Number	4235-00004-0000
	GSA Price	$502.52 per class/group session

Line # 2	Training Course	Training for Software Usage, Event Review, Driver Coaching (On-Site/Per Day)
	Brief description	Lytx Training staff comes on site to present a comprehensive training session on how to: use the software, accurately review events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program.

		This is a per class/group charge. Training is held at the client's location. Travel and per diem for instructor are at additional costs.
	Length of Course	8 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 minimum/ 20 maximum
	Locations where the course is offered	Buying Activity Site
	Class Schedule	Per client’s request
	Part Number	4235-00003-0000
	GSA Price	$2,297.23 per day

SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

Line #	Item #	Description	GSA Price
1	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	$ 76.00
2	GSA-Tier1-MS-A	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Annually [1 2 3]	$ 290.00
3	GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Annually [1 2 3]	$ 353.00
4	GSA-Tier1-MS-M	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Monthly [1 3]	$ 24.16
5	GSA-Tier2-MS-M	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Monthly [1 3]	$ 29.41
6	4230-FTS-A	Fleet Tracking Solution (Annual Subscription)	$ 107.88
7	4230-FTS-M	Fleet Tracking Solution (Monthly Subscription)	$ 8.99

Note:

[1] One year minimum of Lytx® Managed Services.

[2] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[3]Lytx's standard policy for subscription start date has been as agreed between ordering activity and Contractor.

SIN 517312 WIRELESS MOBILITY SOLUTIONS

Line #	Item #	Description	GSA Price
1	Wireless Services – Gov-A	Wireless Services (Annual Fee) [1] [2]	$ 24.00

Note:

[1] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[2] Data upload generally occurs in off-peak hours.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for one-year subscription for Adobe Sign, Acrobat, and Creative Cloud document management software for MIT. General fund

Amount of Contract:

$54,485.33

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20231026 SHI Agenda Package POs	Cover Memo	10/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
897	2024	(5000) INFORMATION TECHNOLOGY	ONE YEAR SUBSCRIPTION FOR ADOBE SIGN, ACROBAT, AND CREATIVE CLOUD DOCUMENT MANAGEMENT SOFTWARE FOR MIT (AL STATE CONTRACT; EXEMPT AS SOFTWARE)	$54,485.33	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #23910412.			
001	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months 5, 000 transactions Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	1.00 EACH	21052.63000	21052.63
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			21052.63
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Adobe Acrobat Pro Enterprise Term	48.00	207.37000	9953.76

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9953.76
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Adobe Acrobat Standard Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286683 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	15.00 EACH	161.05000	2415.75

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2415.75

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

004	Adobe Creative Cloud Pro Term License - Per User - 12 Months All Apps Pro Adobe - Part#: 65299026 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	9.00 EACH	1315.79000	11842.11
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11842.11

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Single App Pro Adobe - Part#: 65300292 Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	8.00 EACH	494.74000	3957.92
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3957.92

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Nov-27-2023 - Nov-26-2024	1.00 EACH	5263.16000	5263.16
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5263.16

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIRDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 54485.33

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	54485.33	1871772.64
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
CCancelled	10/25/23	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	10/19/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/19/23	SCOTT KEARNEY	
Approved	10/19/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/25/23	GREG HOLLIDAY	Auto approved by: 9105jayu
Approved	10/25/23	SCOTT KEARNEY	Auto approved by: 9105jayu
Approved	10/25/23	UDARA JAYASENA	Approving Per Ashley

Bill To	Requisition 00000897-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIRDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/19/23	272641	10/19/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/23	DONALD ROSE		Approved by: 9105fola	
	Approved	10/25/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	10/25/23	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	10/25/23	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	10/25/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	10/25/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Print Close

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

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

5 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each

Print Close

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Relya McMillian
Capital Projects Administrator

Sponsored by:

Mayor William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $9,660,000.00 unassigned fund balance in the General Fund (Fund 1000) to Capital Project #C0806 Civic Center-New Parking Facility in the Capital Improvements Fund (Fund 2000).

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Civic Center-New Parking Facility	Cover Memo	10/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	10/25/2023 - 10:51 AM
Budget	Sapp, Celia	Approved	10/25/2023 - 12:54 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:16 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:17 PM
Mayors			10/26/2023 -

Office	Montgomery, Brandi	Approved	2:46 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $9,660,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0806 Civic Center-New Parking Facility.

These funds will be used to cover the increased construction costs of the Civic Center parking facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for Laboratory Testing.

Amount of Contract:

$25,000.00

Funding Source

Project # C0721 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4745

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Streetscape Improvements	Cover Memo	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/25/2023 - 8:35 AM
Capital	Rhodes, Brenda	Approved	10/25/2023 - 8:54 AM
Legal	Kern, Chris	Approved	10/25/2023 - 1:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:46 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: U S 45 Streetscape Improvements COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Laboratory Testing

_____

CONTRACT AMOUNT: $25,000.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___N X___; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White **Date** 10/24/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	US 45 Streetscape Improvements COM Project No. 2022-3005-06
Estimated Cost:	$25,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this _____ day of _____, 2023, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Thompson Engineering, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Michael Baker International, Inc.)** employed by the CITY to perform professional engineering services for the Project.

(d) **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.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **U.S.-45 STREETSCAPE IMPROVEMENTS**

Project No. – **2022-3005-06**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Michael Baker International, Inc.)** to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to

be used in the construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY 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 LABORATORY. 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 LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction

tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. OMIT

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. OMIT

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The

LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

(a) For the culvert extensions and wing walls, during the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

(b) For all other concrete, during the construction, the LABORATORY shall make four random samples twice per month. Upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from random placement, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity

of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule 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) CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$25,000.00 (Twenty-five Thousand Dollars and Zero Cents)** for all services completed by the

LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be

deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

2) Employer's Liability with limits of not less than:

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

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

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

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

(e) Certificate of Liability Insurance Endorsement Page

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

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

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

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

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

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

STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as

expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THOMPSON ENGINEERING, INC

By:_____
Print: Michael V Manning
Its: President
Address: 2970 Cottage Hill Rd Ste 190
Mobile, AL 36606
Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Michael V Manning, whose name as President of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 3 day of October, 2023.

Stephanie Ivey McAleer
NOTARY PUBLIC

My Commission Expires:
STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

EXHIBIT 'A'

PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

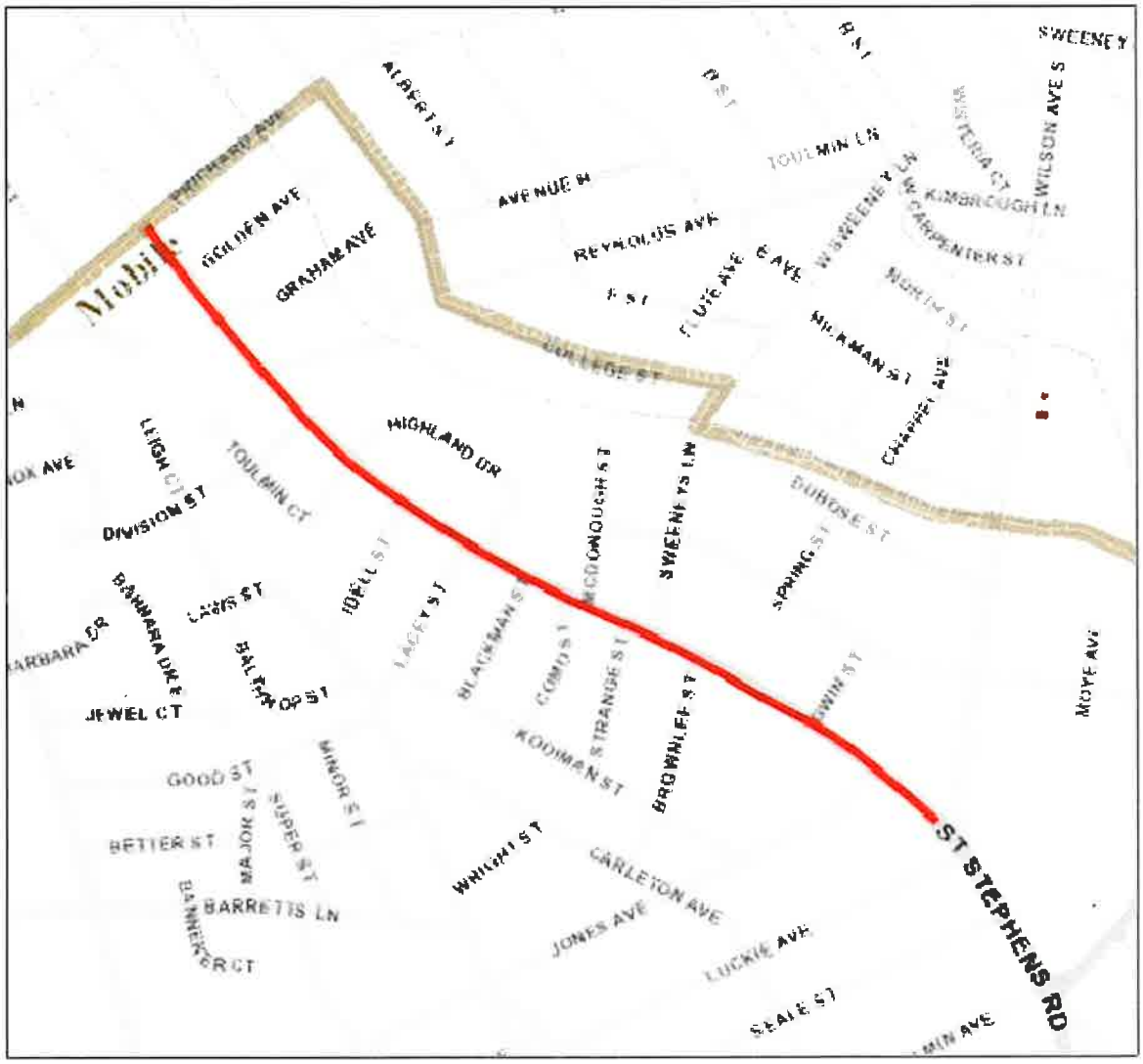


EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

U.S.-45 STREETSCAPE IMPROVEMENTS
Project No. – **2022-3005-06**

Source of Funding: 2023 CIP

LABORATORY cost shall not exceed, unless otherwise approved: $ 25,000.00

EXHIBIT 'C'

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

THOMENG-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO 3534778	1/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP 3534779	1/1/2023	2/1/2024	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	X	WC 3534777	1/1/2023	2/1/2024	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)

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS
Project # 2022-3005-06
Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

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 where required by written contract. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies where required by written contract. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment) where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Dwash

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STATE OF ALABAMA

COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael V Manning (affiant) who, being duly sworn says as follows:

President/~~CEO~~ of Thompson Engineering Inc

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Thompson Engineering 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 Thompson Engineering, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.

_____

~~CEO~~ President of Thompson Engineering Inc

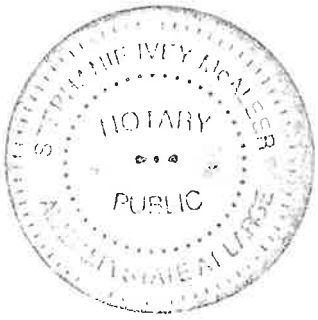
Sworn to and subscribed before me this the 3 day of October, 2023.

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

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

EXHIBIT 'E':

SUBCONTRACTING PLAN AND
DBE UTILIZATION REPORT OR WAIVER

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 18 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for materials testing services.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Thompson Engineering not to exceed $25,000.

Nick Amberger
Requested By (Department Director)

(Signature)	City Engineer (Title)	10/18/2023 (Date)

251-208-7426 (Telephone Number) nick.amberger@cityofmobile.org (Email Address)

Archnique Kidd Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

(Signature)	(Title)	10/19/2023 (Date)

Archnique Kidd
Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE): JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

E-mail:_ Phone: _____

800

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 $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

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

801

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		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. _____

_____

THOMENG-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	GLO 3534778	1/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 3534779	1/1/2023	2/1/2024	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	X	WC 3534777	1/1/2023	2/1/2024	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)

Project Name - U.S.-45 STREETSCAPE IMPROVEMENTS
Project # 2022-3005-06
Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Sweden

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 636696891 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/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	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
RE: U.S.-45 Streetscape Improvements Project No. 2022-3005-06

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Carleen Stout-Clark, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Authorize construction contract Civic Center Parking Facility

Amount of Contract:

$38,160,000.00

Funding Source

Project # C0806 Civic Center	**Discretionary Funds**
Project String 2000.2000.48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/24/2023
Capital Contract Summary Sheet	Backup Material	10/24/2023
Contract	Exhibit	10/24/2023
Bid	Backup Material	10/24/2023
Sec of State Page	Backup Material	10/24/2023
Bid Tabulation	Backup Material	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/25/2023 - 9:30 AM
Capital	Rhodes, Brenda	Approved	10/25/2023 - 9:55 AM

Legal	Kern, Chris	Approved	10/26/2023 - 11:58 AM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:44 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: **White-Spunner Construction, LLC**

Project Name: **Mobile Civic Center Parking Facility**

Project Number: **CC-085-22**

Amount: **$ 38,160,000.00**

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

PROJECT # C0806 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Mobile Civic Center Parking Facility Construction Project with City of Mobile and White-Spunner Construction, LLC

CONTRACT AMOUNT $38,160,000

VENDOR NAME White-Spunner Construction, LLC

VENDOR NUMBER 298795

DEPT # 3038 **DEPT NAME** Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	(Construction**)	Non Contractual	
Performance-Contributed 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: Rhonda Lewis **Date** 10/18/2023

Revised 11/14/2019 Marilyn McMillan

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)

White-Spunner Construction, LLC..
2010 W. I-65 Service Rd. S.
Mobile, AL

City of Mobile Business License Number: 120618
Secretary of State Registration Number: 821-475

for the following Project:
(Name, location and detailed description)

Mobile Civic Center Parking Facility
200 South Claiborne Street
Mobile, AL 36602
Project Number CC-085-22

The Architect:
(Name, legal status, address and other information)

Evan Terry Associates, LLC
1 Perimeter Park South #200S
Birmingham, AL 35243

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 (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[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 Four Hundred Thirty-Five (435) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Thirty-Eight Million One Hundred Sixty Thousand and 00/100 Dollars ($ 38,160,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$36,550,000.00
Contingency Allowance:	$300,000.00
Alternates	$1,310,000.00
Total Bid:	$38,160,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 - add pre-cast panels and coating to North and West Elevations as shown on drawings A5.21B, A5.22b, A5.24b	$850,000.00
Alternate 2 - add elevators 5 and 6	$460,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance: Three Hundred Thousand and 00/100 Dollars ($300,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. NONE		

§ 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.

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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Program Manager by the Contractor and Certificates for Payment issued by the Program Manager, 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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.

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§ 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

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Program Manager/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.

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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) has completed the contract for 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.)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[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..

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(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)

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeff Carrico, Chief Operations Officer, White-Spunner Construction LLC
2010 W I-65 Service Rd S
Mobile, AL
Jeff.carrico@white-spunner.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

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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.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden

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And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury 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

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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.

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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:
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 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) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.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 Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

.4 Specifications

As provided in the Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

.5 Addenda, if any:

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Number	Date
Addendum 01	8-31-2023
Addendum 02	9-5-2023
Addendum 03	9-13-2023
Addendum 04	9-15-2023
Addendum 05	9-18-2023

(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:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 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.)

Project Manual for Mobile Civic Center Parking Facility dated August 11, 2023 and Addendums 1 through 5.

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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§ 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

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This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract: Contractor:
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor	
(Rows deleted) *(Printed name and title)*	*(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 as President of , 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_____.

NOTARY PUBLIC
My Commission Expires: _____

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TO: CITY OF MOBILE
205 GOVERNMENT ST.
P.O. BOX 1827
MOBILE, AL 36633

SUBMITTED BY:
WHITE-SPUNNER CONSTRUCTION
2010 W. I-65 SERVICE RD. S.
MOBILE, AL 36693
CITY OF MOBILE BUSINESS LICENSE:
120618
AL CONTRACTORS LICENSE:
55715
ADM, BC, HS, MU

SEPTEMBER 20, 2023 2:15 PM
SEALED BID FOR MOBILE CIVIC CENTER – PARKING FACILITY
PROJECT NUMBER:
CC-085-22

FROM TOTAL
BASE BID:
ADD/DEDUCT: $450,000.00
GFP

ALT 1:
ADD/DEDUCT: _____

ALT 2:
ADD/DEDUCT: _____

DO NOT OPEN UNTIL THREE PM, SEPTEMBER 20, 2023

824

WHITE-SPUNNER CONSTRUCTION

September 20, 2023

Contractor's Authorized Representative Form

Qualifier: Wayne Mostellar
Company Name: White-Spunner Construction LLC.
Company Mailing Address: 2010 West I-65 Service Road South
City Mobile State Alabama Zip Code 36693
Phone 251-471-5189

Let it be known that I, the above listed contractor, have made and appointed, and by the presents do make and appoint as authorized representatives: FRANCIS PLOUGH.
Representatives are authorized to revise the amount of sealed bid amount by writing the amount of the change in price on the outside of the delivery envelope.

Qualifier – Wayne Mostellar | Authorized Representative | Authorized Representative N/A

STATE OF ALABAMA
COUNTY OF BALDWIN

Sworn to and subscribed before me this 20th day of September 2023 personally known Wayne Mostellar

Notary Public – State of Alabama

ALLISON THATCHER
MY COMMISSION EXPIRES
OCTOBER 25, 2026
NOTARY PUBLIC
STATE OF ALABAMA

2010 West I-65 Service Road South Mobile, AL 36693
TEL: 800.471.5189 FAX: 251.478.3962
www.white-spunner.com

SECTION 00 40 00

BID FORM

Copies of the following Bid Forms 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**

REF: **PROJECT NO.:** **CC-085-22**
PROJECT NAME: **Mobile Civic Center- Parking Facility**
PROJECT LOCATION: **200 South Claiborne Street**
Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated August 4, 2023; and all Addendum (a) Number(s) 1 - 5, dated 8/31/23, 9/5/23, 9/13/23, 9/15/23,,9/18/23 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering 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, hereby

COMPANY NAME: White-Spunner Construction, LLC

ADDRESS: 2010 W. I-65 Service Rd. S. Mobile, AL **PHONE:** 251-471-5189

ALABAMA GENERAL CONTRACTOR LICENSE NO. 55715

CITY OF MOBILE BUSINESS LICENSE NO. 120618

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 821-475

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [X] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for Sixty (60) calendar days from the date of the Notice to Proceed.

C-085-22
Mobile Civic Center – Parking Facility

BASE BID: $ 37,000,000.00

CONTINGENCY ALLOWANCE: + $ 300,000.00

TOTAL BASE BID: $ 37,300,000.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Thirty Seven Million, Three Hundred Thousand Dollars ($ 37,300,000 .00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1:

Eight Hundred Fifty Thousand Dollars & No Cents $ 850,000 .00
Amount in Words Amount in #'s

Additive Alternate #2

Four Hundred Sixty Thousand Dollars & No Cents $ 460,000 .00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

REQUIRED LISTING OF SUBCONTRACTORS/SUPPLIERS: List the subcontractors/suppliers for the trades listed below which you intend to use for the base bid. If no trades are designated, the listing is not required. List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initialed by the bidder. Failure to complete this section may render your bid non-responsive. See Supplemental Instructions to Bidders for additional information.

(List requested trades here, if any)

CONTINGENCY ALLOWANCE: $300,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

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 and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: White-Spunner Construction, LLC.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Wayne Mostellar
(Printed or Typed)

TITLE: Executive Vice President **DATE:** September 20th **, 2023**
(Printed or Typed)

Sworn to and subscribed before me this Twentieth day of September, 2023

_____
Notary Public

Attachments:

1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A

ALLISON THATCHER
MY COMMISSION EXPIRES
OCTOBER 25, 2026
NOTARY PUBLIC
STATE OF ALABAMA

END OF BID FORM

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	White-Spunner Construction, LLC
Address	2010 W. I-65 Service Rd. S, Mobile, AL 36693
Telephone	251-471-5189
E-Mail	estimating@white-spunner.com

RFP/RFQ Solicitation Number	CC-085-22
Project Description	New Parking Deck for Mobile Civic Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 72 Female 24 Minority 19 Non-minority 77 Vets 11 Total #of Employees 96

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Wanye Mostellar

Signature: _____ Date: 9/20/23

Title: Executive 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: Allie Thatcher Title: Project Coordinator

E-mail:_ Phone: allie. thatcher@white-spunner.com 251-327-0065

OFFICE OF SUPPLIER DIVERSITY

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Subcontracting and Major Supplier Plan

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205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $_____ Date: 09 / 20 / 2023

Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Superior Masonry	251-452-1525	Masonry	480,000	1%	Yes	
Spring Pre-Cast	229-591-7009	Pre-Cast Concrete	5,500,000	14%	Yes	
CECO Concrete	816-459-7000	Concrete	16,000,000	40%	Yes	
Jordan Pile Driving	251-433-6716	Piles	2,700,000	7%	No	
Bagby & Russell	251-344-5987	Electrical	1,900,000	5%	No	
White-Spunner Civil	251-471-5189	Site Work	736,000	2%	No	
Willard Rogers Painting	251-661-9412	Paint	270,000	1%	No	
Brim Plumbing	251-660-8374	Plumbing	1,600,000	4%	Yes	
S.E. Fire Protection	251-649-2034	Fire Sprinkler	900,000	2%	No	
TK Elevator	251-473-3881	Elevator	800,000	2%	No	
ASI	800-274-7732	Signage	260,000	1%	No	
Port City Glass	251-525-9918	Glass & Glazing	1,200,000	3%	No	

OFFICE OF SUPPLIER DIVERSITY

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Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Rayford & Associates	251-476-1460	Doors & hardware	40,000	.5%	No	
Performance Sealants	865-224-3016	Joint Sealants	540,000	1%	No	
Kistler - McDougal	770-928-3830	ACM Panels	100,000	.5%	No	
Roof Doctors	251-943-8682	Roofing	100,000	3%	No	
Specialty Perimeter Conceptz	706-221-7320	Barrier Cables	120,000	.5%	No	
Gulf Breeze Landscape	228-497-3356	Landscape	55,000	.5%	No	
Construction Labor Services	251-645-4147	Site Utilities	130,000	.5%	Yes	
Cheyenne Steel	251-473-7112	Steel Erection	300,000	1%	No	
ALFab	334-347-9516	Stair Materials	500,000	1%	No	
Brion Hardin	205-752-9611	Steel Fabrication	600,000	2%	Yes	
Tailored Foam	800-627-1687	Masonry Foam	22,000	.5%	No	
Donaghey	251-475-6494	HVAC	90,000	1%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $_____ Date: 09 / 20 / 2023

Description New Parking Deck for Mobile Civic Center

Name of Bidder/Proposer: White-Spunner Construction, 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
Overhead Door CO		Over Head Door	15,000	.5%		
United Markings		Striping	40,000	.5%		

BID BOND

Bond No: Bid Bond

CONTRACTOR:
(Name, legal status and address)

White-Spunner Construction, LLC
2010 West I-65 Service Road South
Mobile, AL 36693

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of Mobile, AL
205 Government St.
Mobile, AL 36602

BOND AMOUNT: 5% NTE $10,000 Five Percent of Amount Bid Not to Exceed Ten Thousand Dollars

PROJECT:
(Name, location or address, and Project number, if any)

Mobile Civic Center Parking Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 14th day of September, 2023.

White-Spunner Construction, LLC

By: _____ (Seal)
(Principal)

(Witness)

WAYNE MOSTELLAR - EXEC. V.P.
(Title)

Hartford Fire Insurance Company

By: _____ (Seal)
(Surety)

(Witness) Julie Gast

Mark W. Edwards, II, Attorney-in-Fact
(Title)

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
Agency Code: 21-250036

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 14, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

ACCOUNTING OF SALES TAX A
Form C-3A: Proposal Form

To: City of Mobile, Alabama (Awarding Authority) Date: 9/20/23

NAME OF PROJECT Mobile Civic Center - Parking Facility

Project Number: CC-085-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

		ESTIMATED SALES TAX AMOUNT
BASE BID:		$ 1,900,000.00
Alternate No. 1 (Precast exterior) (Insert key word for Alternate)	☒ (add) ☐ (deduct)	$ 42,000.00
Alternate No. 2 (elevators 5+6)	☒ (add) ☐ (deduct)	$ 23,000.00
Alternate No. 3 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 4 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 5 (.....)	☐ (add) ☐ (deduct)	$
Alternate No. 6 (.....)	☐ (add) ☐ (deduct)	$

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 White-Spunner Construction, LLC.

Mailing Address 2010 W. I-65 Service Rd S. Mobile, AL 36693

***By (Legal Signature)** _____

*Name (type or print) Wayne Mostellar

*Title Executive Vice President

WHITE-SPUNNER CONSTRUCTION, LLC CORPORATE SEAL 2020 ALABAMA (Seal)

Telephone Number: 251-471-5189 Email Address: wayne.mostellar@white-spunner.com

Company ID Number: 1791530

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and White-Spunner Construction, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services 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

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services 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.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its 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.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services 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 Web Services 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 Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services 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.

11. The Web Services 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.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services 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 a Web Services 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 a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it 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 Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services 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 Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services 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.

13. The Web Services 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. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services 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.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services 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.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services 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 Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services 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.

17. The Web Services 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 Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services 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).

18. The Web Services 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 Web Services 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 Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services 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 Web Services 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).

19. The Web Services 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 Web Services 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 Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services 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.

21. The Web Services 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.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services 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.

24. The Web Services 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.

25. The Web Services 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.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services 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 Web Services 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 Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services 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 Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services 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 Web Services 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. Web Services 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 Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services 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. A Web Services 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. Web Services 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, Web Services 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, Web Services 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 Web Services 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 Web Services 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 Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services 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 Web Services 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 Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services 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 Web Services 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 Web Services 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 Web Services 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 Web Services 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 a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

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

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

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

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

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

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and 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 Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services 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 Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services 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 Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services 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 Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services 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 Web Services 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 Web Services 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 Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services 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 Web Services 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 Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services 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 Web Services 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 Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services 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 Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services 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 Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services 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 Web Services Employer.

Approved by:

Web Services Employer White-Spunner Construction, LLC	
Name (Please Type or Print) Adrienne A Waldrop	Title
Signature Electronically Signed	Date 02/08/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2022

Company ID Number: 1791530

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	White-Spunner Construction, LLC
Company Facility Address	2010 W I65 Service Road S Mobile, AL 36693
Company Alternate Address	PO Box 7986 Mobile, AL 36670
County or Parish	MOBILE
Employer Identification Number	853838715
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

Company ID Number: 1791530

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	1

Company ID Number: 1791530

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Savannah Glass
Phone Number	25130038723872
Fax	
Email	savannah.glass@white-spunner.com

Company ID Number: 1791530

This list represents the first 20 Program Administrators listed for this company.

Jordan Pile Driving Inc.

CONCRETE PILING FOUNDATION PROPOSAL FORM

Provide Concrete piling foundation on the lump sum and unit price basis indicated. Include the total of items A through D in the base bid. Quantities indicated are estimated and actual quantities may vary due to variable site conditions. Payment for piling, will be on the actual verified quantities purchased and installed times the unit price bid for either additions to or deductions from the estimated quantities indicated. The final contract amount will be adjusted per change order for the actual quantities installed at the completion of the Work.

A. Overhead (including move-in, move-out, layout, ~~removal of spoils~~, supervision) $ 71,500.00 Lump Sum

B. Length of piling purchased and delivered

18" – 22,000 LF (est.) @ $ 90.50 /LF = $ 1,991,000.00
add or deduct

C. Length of piling driven (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off~~, pre drilling ~~and disposing of cutoffs~~.)

18" – 22,000 LF (est.) @ $ 20.00 /LF = $ 440,000.00
add or deduct

D. Static Load Tests (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing).~~ $ 96,000.00 Lump Sum/Test

E. Dynamic Load Tests (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing)~~ $ 6,600.00 Lump Sum/Test

F. Restrike Test of Production Piles (includes labor, materials, tools, equipment and incidentals for driving, ~~cutting off, and pile testing).~~ $ 2,750.00 Lump Sum/Test

TOTAL CONCRETE PILING FOUNDATION ALLOWANCE: $ 2,607,850.00
Include in Base Bid

Charles J. Ernest III
Project Manager

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 55715

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WHITE-SPUNNER CONSTRUCTION LLC

MOBILE, AL 36693

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

ADM: NEW ADMINISTRATIVE, BC: BUILDING CONSTRUCTION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

18th day of **July, 2023**

196525

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

Alabama Secretary of State

White-Spunner Construction, LLC	
Entity ID Number	000 - 821 - 475
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	11/10/2020
Registered Agent Name	WHITE-SPUNNER, JOHN
Registered Office Street Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Registered Office Mailing Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Nature of Business	
Organizers	
Organizer Name	WHITE-SPUNNER, JOHN
Organizer Street Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Organizer Mailing Address	2010 WEST I-65 SERVICE ROAD S MOBILE, AL 36693
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2022 2023
Transactions	
Transaction Date	11/17/2020
Miscellaneous Filing Entry	New Entity Effective 11-10-2020 14:40
Transaction Date	12/29/2020
Legal Name Changed From	WSC, LLC

White-Spunner Construction, LLC	
Transaction Date	12/29/2020
Legal Name Merged	White-Spunner Construction, Inc.
Transaction Date	12/29/2020
Miscellaneous Filing Entry	Merger Effective 01-01-2021 @ 12:01 a.m. (Central Time) w/name change
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/17/2020 Certificate of Formation 2 pgs.
Document Date / Type / Pages	12/29/2020 Merger 4 pgs.

Browse Results New Search

BID TABULATION

DISTRICT NUMBER 2

PROJECT NUMBER CC-085-22

PROJECT NAME: Mobile Civic Center Parking Facility

BID OPENING DATE: 20 September 2023, BID OPENING TIME: 3 PM

LOCATION: Room 16, Mobile Civic Center, 401 Civic Center Drive, 36602

NUMBER OF ADDENDA: 5

Bidders	Envelope Sealed	Signed Bid Form	City of Mobile Subcontracting and Major Supplier Plan	Bid Guarantee/Security	Sales Tax Form C-3A	E-Verify	Addenda Acknowledged	Base Bid	Contingency Allowance	Base Bid plus Contingency	Additive Alternate 1	Base Bid + Contingency + Alternate 1	Additive Alternate 2	Base Bid + Contingency + Alternate 1 + Alternate 2	Remark(s)
White-Spunner Construction, LLC	Y	Y	Y	Y	Y	Y	5	$36,550,000.00	$300,000.00	$36,850,000.00	$850,000.00	$37,700,000.00	$460,000.00	$38,160,000.00	Base bid includes $450,000.00 deduct hand written on sealed bid envelope. APPARENT LOW BIDDER
B.L. Harbert International, LLC	Y	Y	Y	Y	Y	N	5	$37,376,000.00	$300,000.00	$37,676,000.00	$1,100,000.00	$38,776,000.00	$415,000.00	$39,191,000.00	
Roy Anderson Corp	Y	Y	Y	Y	Y	N	5	$37,495,000.00	$300,000.00	$37,795,000.00	$896,000.00	$38,691,000.00	$428,000.00	$39,119,000.00	
Rob'T J. Baggett, Inc.	Y	Y	Y	Y	Y	Y	5	$38,383,504.00	$300,000.00	$38,683,504.00	$1,155,780.00	$39,839,284.00	$400,000.00	$40,239,284.00	
JT Harrison Construction Co., Inc.	Y	Y	Y	Y	Y	Y	5	$39,990,000.00	$300,000.00	$40,290,000.00	$873,000.00	$41,163,000.00	$439,000.00	$41,602,000.00	Base bid includes $710,000.00 deduct hand written on sealed bid envelope
BRIM Construction															DID NOT SUBMIT BID
Ben M Radcliff Contractor Inc.															DID NOT SUBMIT BID

I certify that the above is a true and corect tabulation for the project specified above.

Sam Matheny 9-21-2023

Sam Matheny, Program Manager

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

Accept five temporary construction easements and one permanent sidewalk easement as needed for the Project number 2022-3005-06 Hwy 45 aka St Stephens Road Sidewalk/Drainage, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/23/2023
Temporary Construction Easement-Tract 4	Exhibit	10/23/2023
Permanent SW easement & Temporary Construction Easement - Tract 6	Exhibit	10/23/2023
Temporary Construction Easements x 2-Tracts 8 & 10	Exhibit	10/23/2023
Temporary Construction Easement-Tract 11	Exhibit	10/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/24/2023 - 4:19 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:15 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:40 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts five Temporary Construction Easements and one Permanent Sidewalk Easement as needed for the Highway 45 from Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, from:

1. Amity Missionary Baptist Church, Tract 4 – 1 TCE, located at 2451 Saint Stephens Rd.
2. Stephanie Daffin Bell, Tract 6 – 1 PSWE & 1 TCE, located at 2662 Saint Stephens Rd.
3. JRN, Inc, Tracts 8 & 10 – 2 TCEs, property located at 2351 & 2359 Saint Stephens Rd.
4. Zsadez Buchanon, Tract 11 – 1 TCE, property located at 2365 Saint Stephens Rd.

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 6th day of October 2023 between Amity Missionary Baptist Church, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to its property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the removal of the existing sidewalk located on the Grantor's land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 9th day of October, 2023.

Amity Missionary Baptist Church, Inc.

By: Pastor Jeffery L. Mackie
It's Pastor Jeffery L. Mackie

ATTEST:

By: Walter C. Hollinger Sr
Walter C. Hollinger, Sr.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffery Mackie and Walter C. Hollinger, whose names as Pastor and Chairman of the Trustee Board, respectively, of Amity Missionary Baptist Church, Inc., signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 9th day of October 2023.

Jacquelyn R Benedict
Notary Public, State of Alabama

My Commission Expires: JACQUELYN R. BENEDICT My Commission Expires September 22, 2024

This instrument prepared by:
Real Estate Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantor:
Amity Missionary Baptist Church
2451 St. Stephens Rd.
Mobile, AL

EXHIBIT "A"

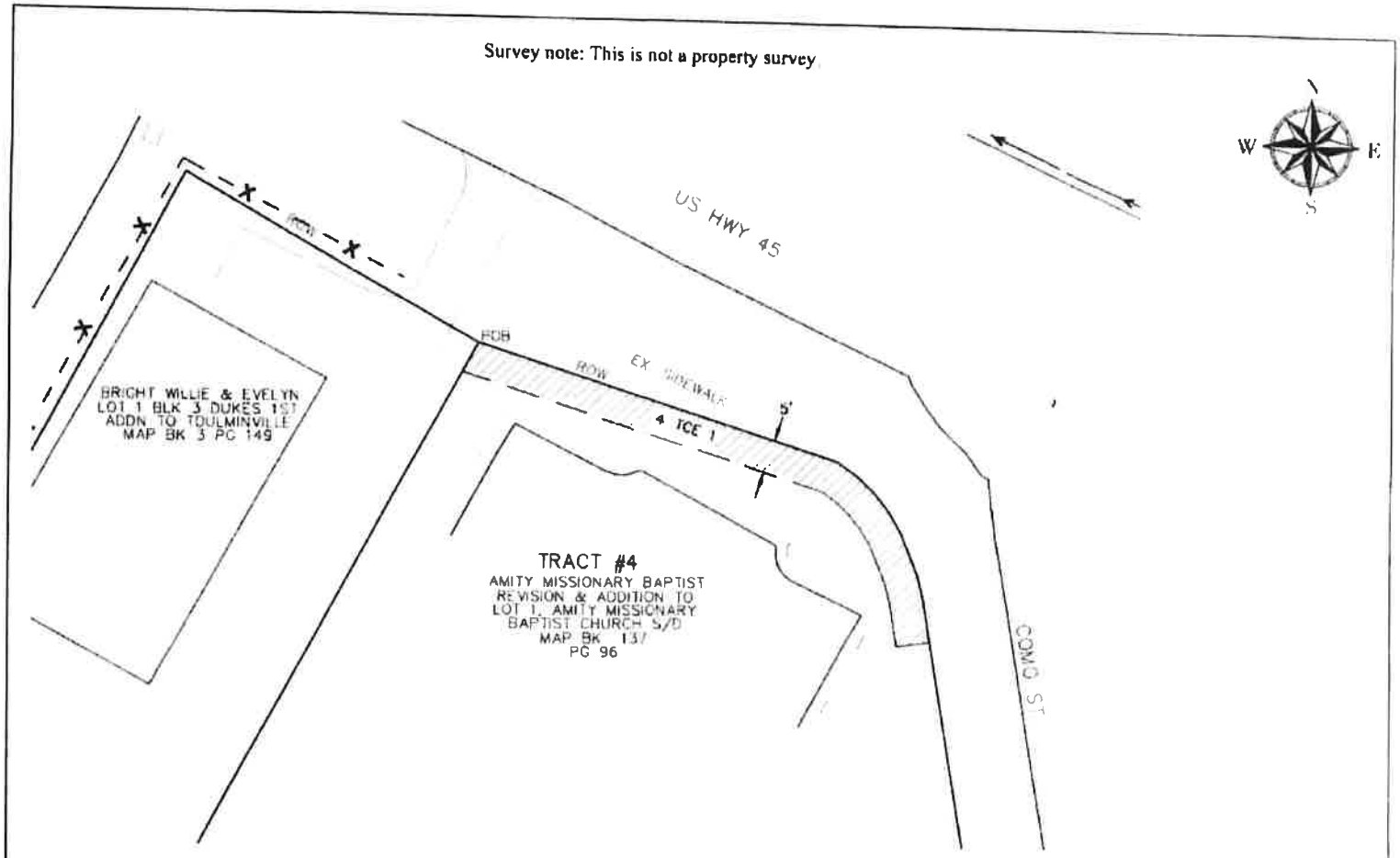
TAX PARCEL # 022902440015439.000

TRACT 4

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lot 1 of Amity Missionary Baptist Church Subdivision and the South right of way of U.S. HWY 45 according to map book 137 page 96, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 and the West right of way of Como Street to a point, thence run Westerly a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lot 1 of Amity Missionary Baptist Church Subdivision, thence North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
TEMPORARY CONSTRUCTION
EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

EXHIBIT "B"

PERMANENT SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Stephanie Daffin Bell**, a married / single woman, the Grantor, of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to her property, the undersigned Grantor does hereby grant, for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

"Exhibit A" attached hereto

As Shown on "Exhibit B" attached hereto

The above-described property is not the Homestead of the Grantor

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sidewalk on adjacent land, a

temporary construction easement, said easement being on and across the following described lands:

"Exhibit A" attached hereto

As Shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD the said temporary construction easements unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property.

IN WITNESS WHEROF, the undersigned has set her hands and seals, this the 16 day of October, 2023.

GRANTOR:

By: _____
Stephanie Daffin Bell

STATE OF ALABAMA)

COUNTY OF MOBILE)

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

Given under my hand and seal this the 16th day of October, 2023.

_____
Notary Public, State of Alabama

My Commission Expires

STATE OF ALABAMA NOTARY PUBLIC
JACQUELYN R. BENEDICT
My Commission Expires
September 22, 2024

This instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Al 36633

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

Grantor:
Stephanie Daffin Bell
2120 Patrick Rd.
Mt. Vernon, AL 36560

"Exhibit A"

TAX PARCEL # 022902440014106.000

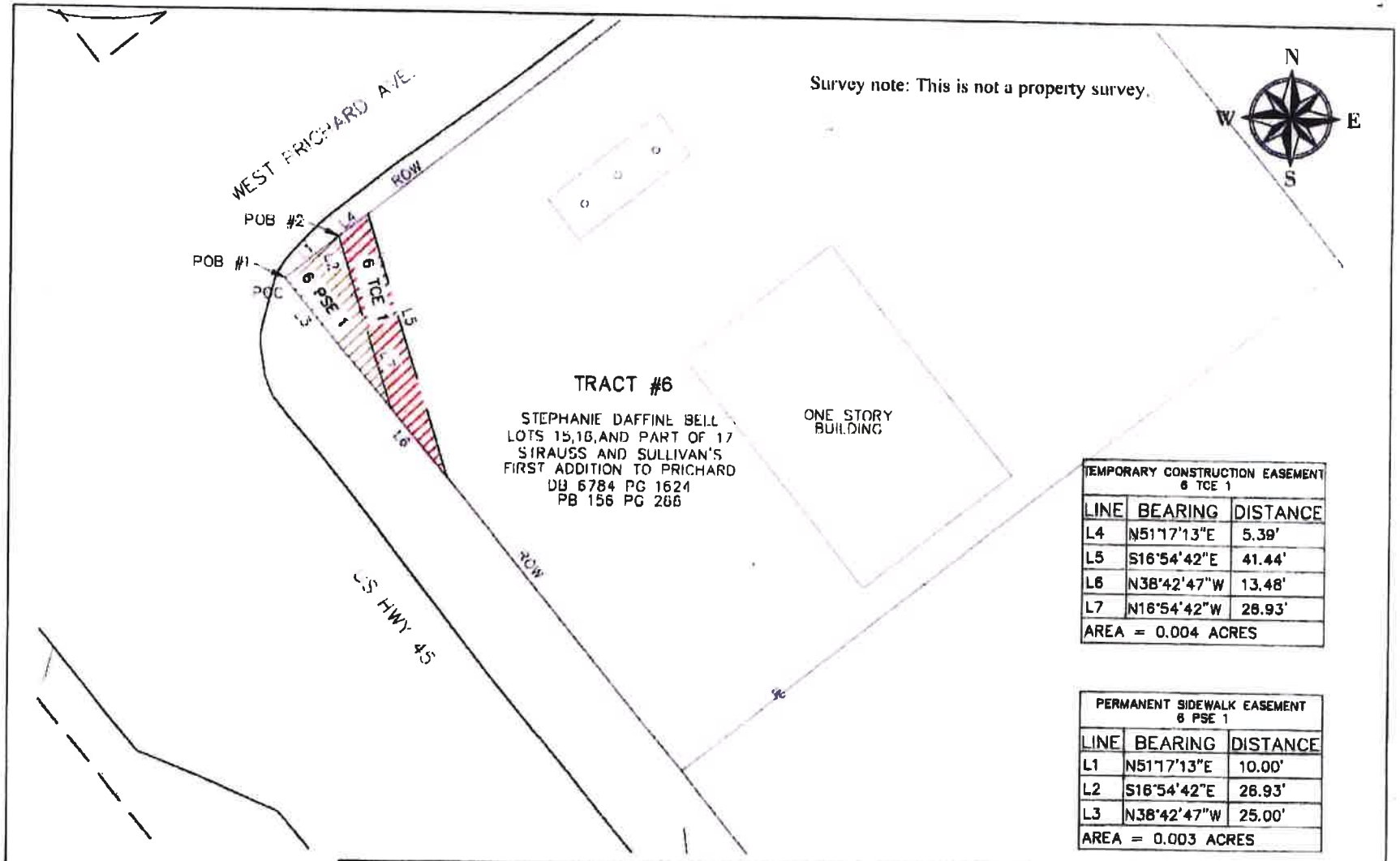
TRACT 6

PERMENANT SIDEWALK EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the north west corner of lot 15, POB #1, of Strauss and Sullivan's First Addition according to deed book 156 page 266-267, thence continue along the South right-of-way line of West Prichard Ave. N51°17'13"E a distance of 10.00 feet more or less to a point, thence S16°54'42"E a distance of 26.93 feet more or less to a point on the North right of way line of U.S. HWY 45, thence continue along said North right-of-way line of U.S. HWY 45 N38°42'47"W a distance of 25.00 feet more or less to a point on the south right-of-way line of West Prichard Ave. and the POINT OF BEGINNING #1.

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Commencing at a point on the north west corner of lot 15, Strauss and Sullivan's First Addition according to deed book 156 page 266-267, thence run N51°17'13"E along the south row of West Prichard Ave. a distance of 10.00' more or less to the POINT OF BEGINNING #2, thence run N51°17'13"W along the south row of West Prichard Ave. a distance of 5.39 more or less to a point, thence run S16°54'42"E at a distance of 41.44' more or less to a point on the North row of U.S. HWY 45, thence run N38°42'47"W along the North row of U.S. HWY 45 for a distance of 13.48' more or less to a point, thence run N16°54'42W at a distance of 26.93' to the POINT OF BEGINNING #2.



TEMPORARY CONSTRUCTION EASEMENT 6 TCE 1		
LINE	BEARING	DISTANCE
L4	N51°17'13"E	5.39'
L5	S16°54'42"E	41.44'
L6	N38°42'47"W	13.48'
L7	N16°54'42"W	28.93'
AREA = 0.004 ACRES		

PERMANENT SIDEWALK EASEMENT 6 PSE 1		
LINE	BEARING	DISTANCE
L1	N51°17'13"E	10.00'
L2	S16°54'42"E	28.93'
L3	N38°42'47"W	25.00'
AREA = 0.003 ACRES		

LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES
PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT
C.O.M. #2022-3005-06

DATE: AUGUST 22, 2022 | SHEET 1 OF 2

"Exhibit B"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 12 day of OCT 2023 between JRN, INC., a Tennessee corporation, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to its property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the removal of the existing sidewalk located on the Grantor's land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B" & EXHIBIT "C"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. . In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 12 day of OCT 2023.

JRN, INC.

By: _____

Its: COO CEVP

ATTEST:

By: Richard W Moore

Its: Secretary

STATE OF TENNESSEE)

COUNTY OF Maury)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett A Neal and Richard W Moore, whose names as Executive Vice Predisent and Secretary, respectively, of JRN, INC. a Tennessee corporation signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 12th day of October 2023.

TRACY A JONES
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Tracy A Jones

Notary Public, State of Tennessee

My Commission Expires: February 28, 2026

This instrument prepared by:
Real Estate Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantor:
JRN, INC.
209 W 7th St.
Columbia, TN 38401-3233

EXHIBIT "A"

TAX PARCEL # 022902440023119.000

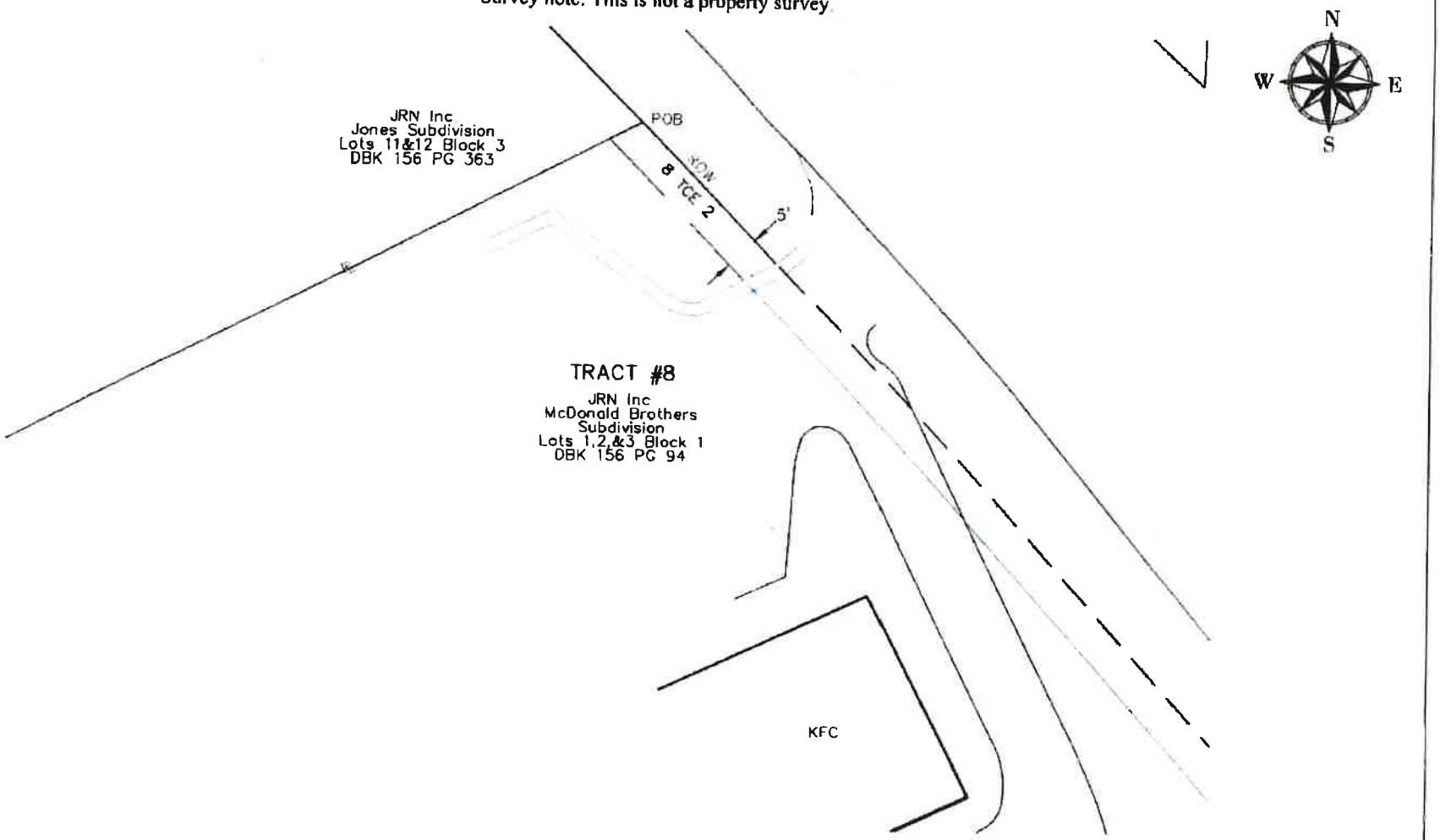
TRACT 8
8TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
Beginning at a point on the North West corner of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 94 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point, thence run South Westerly a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

ALSO

TAX PARCEL # 022902440023118.000

TRACT 10
10TCE1 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:
Beginning at a point on the North West corner of lots 11 & 12 Block 3 of Jones Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 363 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point on the East property line of lots 11&12 Jones Subdivision & the West property line of lots 1,2,&3 Block 1 of McDonald Brothers Subdivision, thence run South Westerly along the property line a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lots 11&12 and the East property line of lot 13 of Jones Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT

205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

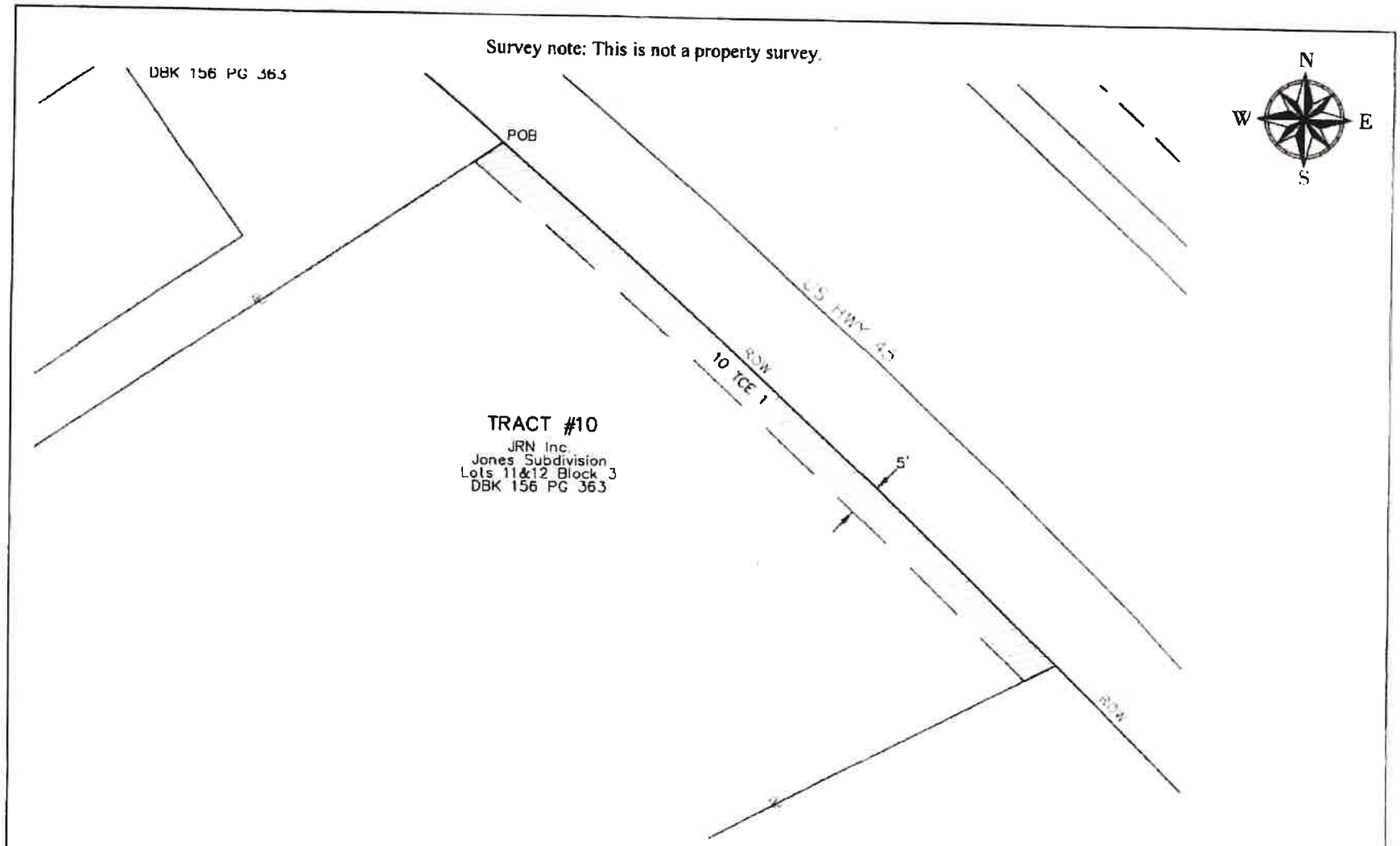
PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

EXHIBIT "B"



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	PL
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT

205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This indenture made this 6th day of October, 2023 between Zsadez Buchanon, the Grantor, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR $(1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to his property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the Highway 45 From Wilson Avenue to Prichard Avenue US-45 Streetscape Improvements COM Project No. 2022-3005-06, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property. In and for the same above the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said easement.

IN WITNESS WHEROF, the undersigned has set my hand and seal, this the 6th day October 2023.

Owner:

Zsadez Buchanon

STATE OF ALABAMA)

COUNTY OF MOBILE)

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

Given under my hand and official seal this the 6th day of October, 2021.

Notary Public, State of Alabama

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC JACQUELYN R. BENEDICT My Commission Expires September 22, 2024

Grantor:
Zsadez Buchanon
2365 St. Stephens Rd.
Mobile, AL 36617

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

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 366

EXHIBIT "A"

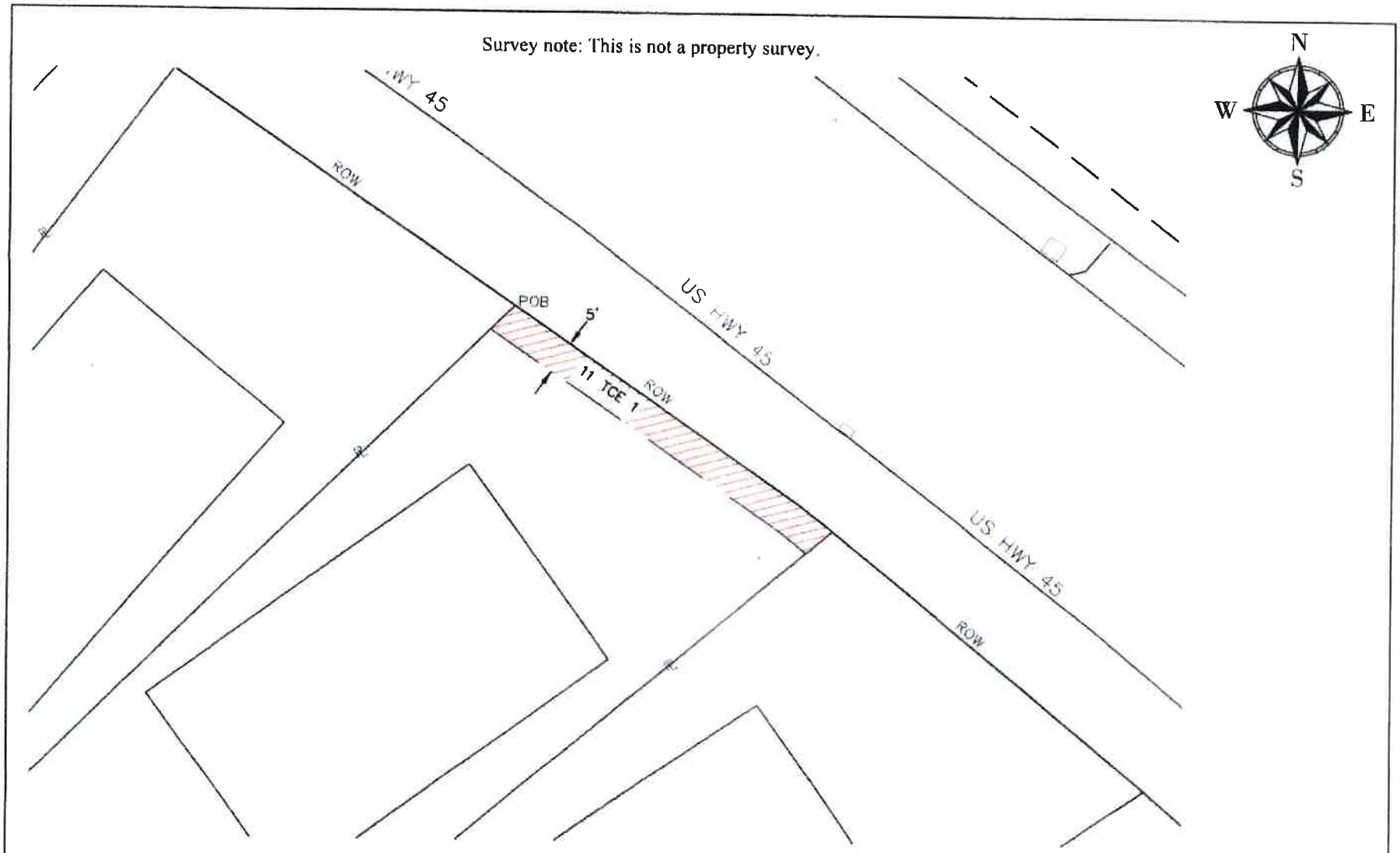
TAX PARCEL # 022902440023116.000

TRACT 11

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Beginning at a point on the North West corner of lot 14 Block 3 of Jones Subdivision and the South right of way of U.S. HWY 45 according to deed book 156 page 363 and being the POINT OF BEGINNING, thence run in a South Easterly direction along the South right of way of U.S. HWY 45 to a point on the property line of lot 14 & lot 13 of Jones Subdivision, thence run South Westerly along the property line a distance of 5 feet more or less to a point, thence run North Westerly parallel to the South right of way of U.S. HWY 45 to a point on the West property line of lot 14 and the East property line of lot 15 of Jones Subdivision, thence run North Easterly along the property line 5 feet more or less to a point on the South right of way of U.S. HWY 45 and the POINT OF BEGINNING.

Survey note: This is not a property survey.



LEGEND	
TEMPORARY CONSTRUCTION EASEMENT	TCE
PERMANENT EASEMENT	PE
APPROXIMATE PROPERTY LINE	℄
POINT OF BEGINNING	POB
POINT OF COMENCEMENT	POC

0 20 40 Feet

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

U.S. HWY 45 STREETSCAPES TEMPORARY CONSTRUCTION EASEMENT

C.O.M. #2022-3005-06

DATE: AUGUST 28, 2023 | SHEET 1 OF 2

"EXHIBIT B"

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:

Nick Amberger, Engineering
Carleen Stout-Clark, RE Department

Sponsored by:

Mayor William S. Stimpson,
Councilmember Joel Daves

Purpose and Scope of Project:

Grant Permanent Sanitary Sewer Easement and Temporary Construction Easement, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299

Amount of Contract:

N/A

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Exhibit	10/23/2023
PSSE & TCE - Eslava Creek	Exhibit	10/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	10/24/2023 - 4:20 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:10 PM

Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:46 PM

R E S O L U T I O N

Sponsored by Mayor William S. Stimpson, Council Member Joel Daves.

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, a Permanent Sanitary Sewer Easement and Temporary Construction Easement as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB8190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, a Copy of which is attached hereto and made a part hereof as though fully set forth herein.

Adopted:

_____

City Clerk

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA,** a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of

Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
4. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
5. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
6. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

7. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
8. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
9. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
10. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____. 2023.

GRANTOR:
CITY OF MOBILE, a Municipal Corporation

By:_____
Mayor, William S. Stimpson,

ATTEST:

_____
City Clerk, Lisa C. Lambert

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,
a Public Corporation

By: Daryl B. Russell
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 21 day of June 2023.

Notary Public, State of Alabama

My Commission Expires: July 9, 2025

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

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

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 865807 & 869974
CITY OF MOBILE

PERMANENT SEWER EASEMENT

COMMENCING AT AN 1 INCH PINCHED PIPE BEING THE SOUTHEAST CORNER OF BLOCK 1, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 125, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CREEK STREET AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE N 00°34'20" E 447.34 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN N 39°57'50" W 51.14 FEET TO A POINT; THENCE RUN S 89°55'22" W 157.16 FEET TO A POINT; THENCE RUN N 00°11'55" W 15.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN ALONG SAID RIGHT OF WAY LINE N 89°55'22" E 190.60 FEET TO A POINT LYING AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE S 00°34'20" W 54.24 FEET TO THE POINT OF BEGINNING.

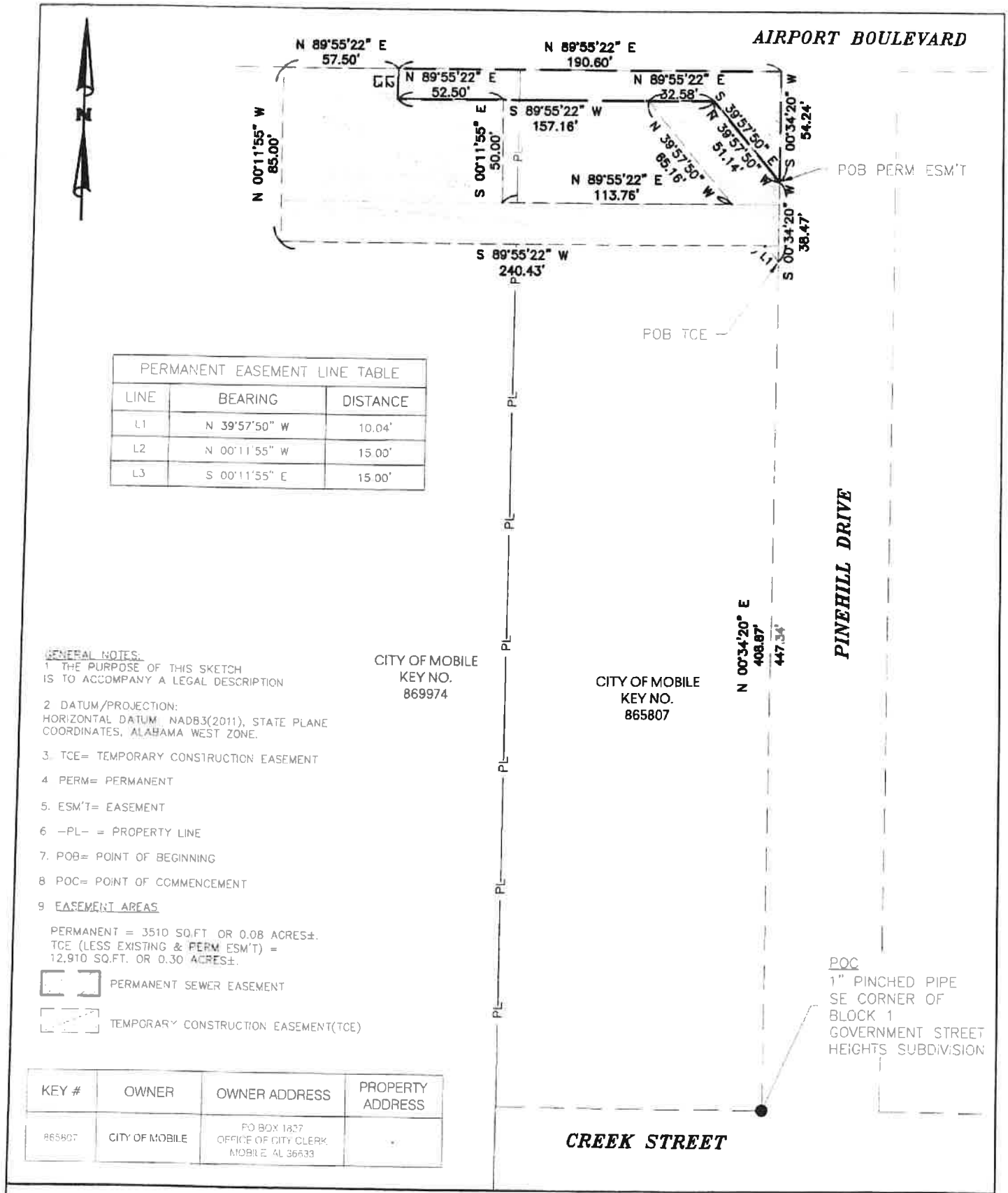
SAID EASEMENT CONTAINING 3510 SQ. FT. OR 0.08 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN 1 INCH PINCHED PIPE BEING THE SOUTHEAST CORNER OF BLOCK 1, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 125, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CREEK STREET AND THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE N 00°34'20" E 408.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN N 39°57'50" W 10.04 FEET TO A POINT; THENCE RUN S 89°55'22" W 240.43 FEET TO A POINT; THENCE RUN N 00°11'55" W 85.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE RUN ALONG SAID RIGHT OF WAY LINE N 89°55'22" E 57.50 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN S 00°11'55" E 15.00 FEET TO A POINT; THENCE RUN N 89°55'22" E 52.50 FEET TO A POINT; THENCE RUN S 00°11'55" E 50.00 FEET TO A POINT; THENCE RUN N 89°55'22" E 113.76 FEET TO A POINT; THENCE RUN N 39°57'50" W 65.16 FEET TO A POINT; THENCE RUN N 89°55'22" E 32.58 FEET TO A POINT; THENCE RUN S 39°57'50" E 51.14 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID RIGHT OF WAY LINE S 00°34'20" W 38.47 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 12,910 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

"EXHIBIT B"



PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 39°57'50" W	10.04'
L2	N 00°11'55" W	15.00'
L3	S 00°11'55" E	15.00'

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM NADB3(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 3510 SQ.FT. OR 0.08 ACRES±.
TCE (LESS EXISTING & PERM ESM'T) = 12,910 SQ.FT. OR 0.30 ACRES±.

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
865807	CITY OF MOBILE	PO BOX 1827 OFFICE OF CITY CLERK MOBILE AL 36633	

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: NTS
EASEMENT SKETCH

EXHIBIT

01/11/2023
DRAWN BY —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Submitted by:
Chief Paul O. Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application for the Hurricane Response Marine Debris Removal Fund awarded through a partnership between the National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA) in the amount of $463,441.00. There is a $105,663.36 match requirement that will be met with funds awarded from the FY21 Port Security Grant to pay overtime for the MPD Dive Team to remove the derelict vessels.

Funding Source
Project # **Discretionary Funds**
Project String **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds $463441.00 **Matching Funds** $105663.36

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	10/24/2023 - 9:38 AM
Legal	Kern, Chris	Approved	10/25/2023 - 1:23 PM
Legal	Kern, Chris	Approved	10/25/2023 - 1:23 PM
Mayors Office	Montgomery, Brandi	Approved	10/26/2023 - 2:42 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant assistance in the amount of $463.441.00 from the Hurricane Response Marine Debris Removal Fund awarded through a partnership between National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA). There is a match requirement that will leverage funds received from the DHS FY 2021 Port Security Grant.

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 NFWF, NOAA, or DHS/FEMA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of $105,663.36 in DHS FY21 Port Security Grant funds that will be used to cover the cost of overtime for MPD Dive Team members to remove the derelict vessels and marine debris.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/31/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	10/31/2023
resolution	Cover Memo	10/31/2023
amendment	Cover Memo	10/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/31/2023 - 10:11 AM

October 25, 2023

To Whom It May Concern:

The attached Subaward Grant Agreement-Amendment No. 1 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. RDCGR010105-01-01, Innovating St. Louis Street: Mobile's Technology Corridor. This amendment consists of adding $5,442,124.00 in additional funding and extends the Period of Performance through February 28, 2025. The original subaward agreement was for $5,885,00.00.

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. 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/Direct Component/US Treasury).

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2023

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Grant #RDCGR010105-01-01, Innovating St. Louis Street: Mobile's Technology Corridor, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

1. DATE ISSUED *MM/DD/YYYY* 10/6/2023	**1a. SUPERSEDES AWARD NOTICE dated** 2/25/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

U.S. DEPARTMENT OF THE TREASURY
Office of Recovery Programs
Office of Gulf Coast Restoration

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

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR010105-01-01 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN.	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 2/25/2020	*MM/DD/YYYY* **through** 2/28/2025
7. BUDGET PERIOD *MM/DD/YYYY* **From** 2/25/2020	*MM/DD/YYYY* **through** 2/28/2025

8. TITLE OF PROJECT (OR PROGRAM)
Innovating St. Louis Street: Mobile's Technology Corridor

9a. GRANTEE NAME AND ADDRESS
Alabama Department of Conservation & Natural Resources
64 N. Union Street, Room 458 Montgomery, Alabama 36130

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N. Union Street, Room 458 Montgomery, Alabama 36130
251-422-2055

10a. GRANTEE AUTHORIZING OFFICIAL
Chris Blankenship
64 N. Union Street, Room 458 Montgomery, Alabama 36130
334-242-3486
Thu Oct 12 00:00:00 GMT 2023

10b. FEDERAL PROJECT OFFICER
Jeff Gilleo
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-961-7780

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

I		
a. Salaries and Wages	.....	$33,729.00
b. Fringe Benefits	.....	$10,390.00
c. TOTAL PERSONNEL COSTS	.....	$44,119.00
d. Equipment	.....	$0.00
e. Supplies	.....	$0.00
f. Travel	.....	$294.00
g. Construction	.....	$0.00
h. Other	.....	$12,527,124.00
i. Contractual	.....	$116,551.00
j. TOTAL DIRECT COSTS	.....	$12,688,088.00
k. INDIRECT COSTS	.....	$13,901.92
l. **TOTAL APPROVED BUDGET**	.....	**$12,701,989.92**
m. Federal Share	.....	$11,501,989.92
n. Non-Federal Share	.....	$1,200,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$11,501,989.92
b. Less Unobligated Balance From Prior Budget Periods	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$6,029,234.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	**$5,472,755.92**
13. Total Federal Funds Awarded to Date for Project Period	**$11,501,989.92**

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DECUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - **Yes**)
See next page

AUTHORIZING OFFICIAL:
Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Thu Oct 12 00:00:00 GMT 2023

Thu Oct 12 00:00:00 GMT 2023

17.OBJ CLASS 410006	**18a. VENDOR CODE** 0187697	**18b. EIN** 63-6000619	**19a. UEI** WLNMNKHKF5T1 **19b. DUNS** 929933406	**20. CONG. DIST.** AL-002
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21.a. direct	**b.**	**c.** RDC	**d.** $5,472,755.92	**e.**
22.a.	**b.**	**c.**	**d.**	**e.**
23.a.	**b.**	**c.**	**d.**	**e.**

REMARKS:

This amendment is approved by Jessica Milano, Authorizing Official. Accepting this award in the RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Condition and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
02/25/2020	03/31/2020	Semi-Annual	04/30/2020
04/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	02/28/2025	Final	06/28/2025

USA SPENDING DESCRIPTION

The Innovating St. Louis Street: Mobile’s Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. The subrecipient of the project is the City of Mobile. This amendment to the award is to expand the scope of work to include construction and extend the period of performance by 24 months to facilitate such construction activities.

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. ***Line 13 of NoA/Amendment***	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** ***Line 12d of NoA/Amendment***	**Amount Authorized for ASAP Account this Action**	**Notes**
$6,029,234.00	$0.00	$6,029,234.00	$6,029,234.00	Initial Authorization with Special Award Conditions and ASAP Maximum Draw Limit of $134,567.00 per SAC 1.
$11,501,989.92	$0.00	$5,472,755.92	$5,472,755.92	Second action: Monetary Amendment to add $5,472,755.92 in federal funds, extend the award end date to 02/28/2025, and re-open the award in ASAP. Increase the MDL to $2,202,619 to allow ANDCR to drawdown funds for Architectural and Engineering Fees.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1
SAC Text: An ASAP Maximum Draw Limit of $2,202,619 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to drawdown funds from this award for its Architectural and Engineering Fees. Prior to Treasury's increase of the maximum draw limit, ADCNR must request a further increase to the maximum draw limit with its written request to Treasury for permission to commence construction, per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.

SAC Number: SAC2
SAC Text: 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.

RESTORE Act - Scope of Work

Scope of work remains the same.

Amended Milestones:

Number	Milestone	Initial Estimated Completion Timeframe (award + # months)	Actual Date Completed (if applicable)	Status Update
1	ADCNR Grant Development; enter subaward agreement.	4	June 30, 2020	Completed
2	ADCNR approval of Sub preliminary engineering; 30% E & D Set	7	October 1, 2020	Completed
3	ADCNR approval of Sub 60% E & D Set	38	April 30, 2023	Completed
4	ADCNR approval of 90% / 100% E & D set; Construction Documents and Bid Set	43	October 31, 2023	Ongoing
5	ADCNR approval of bid package, final plans and specifications; Sub construction contract; Issue NTP	48	February 29, 2024	TBD
6	ADCNR approval of 50% construction completion	56	October 31, 2024	TBD
7	ADCNR Grant Admin; Monitoring and Compliance	60	February 28, 2025	Ongoing
8	Subrecipient final delivery of construction; sub project closeout	64	August 30, 2024	TBD
9	ADCNR Grant Closeout	70	February 28, 2025	TBD

Amended Performance Measures:

Number	Measures	Baseline	Target	Target Date	Actual Date/Status Update
1	Number of addresses with improved infrastructure	0	5	February 28, 2025	Not yet complete
2	Demolish and replace 5,000 linear feet of at-grade and subsurface sewer and water infrastructure	0	5,000 feet	February 28, 2025	Not yet begun

Amended Budget:

Cost Categories	Approved Budget	Requested Addition	Updated Budget (Amendment #1)
Salaries and Wages	29,160	4,569	33,729
Fringe Benefits	8,615	1,775	10,390
Equipment	-	-	-
Supplies	-	-	-
Travel	144	150	294
Construction	-	-	-
Other (Sub-Award)	7,085,000	5,442,124	12,527,124
Contractual	97,180	19,371	116,551
TOTAL DIRECT COSTS	**7,220,099**	**5,467,989**	**12,688,088**
Indirect Costs	*9,135*	*4,766.92*	*13,901.92*
TOTAL PROJECT BUDGET	**7,229,234**	**5,472,755.92**	**12,701,989.92**
RESTORE Share	*6,029,234*	*5,472,755.92*	*11,501,989.92*
Match Share	*1,200,000*	-	*1,200,000*

Amended Subrecipient Budget:

Cost Categories	Approved Budget	Requested Addition	Updated Budget (Amendment #1)
Administrative and Legal Expenses	-	-	-
Land, Structures, Rights-of-Way, Appraisals, etc.	-	-	-
Relocation Expenses and Payments	-	-	-
Architectural and Engineering Fees	600,000	1,602,619	2,202,619
Other Architectural and Engineering Fees	-	-	-
Project Inspection Fees	-	-	-
Site Work	-	-	-
Demolition and Removal	-	-	-
Construction	5,285,000	3,839,505	9,124,505
Equipment	-	-	-
Miscellaneous	-	-	-
SUBTOTAL	**5,885,000**	**5,442,124**	**11,327,124**
Project Income	-	-	-
SUB-AWARD DIRECT COMPONENT BUDGET	**5,885,000**	**5,442,124**	**11,327,124**
Match – Local MAWSS Funding for Task #4	*1,200,000*	-	*1,200,000*
TOTAL PROJECT BUDGET	**7,085,000**	**5,442,124**	**12,527,124**

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

TABLE OF CONTENTS

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS..... 8

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT..... 9

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM..... 10

STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT AND AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM..... 11

C FINANCIAL REQUIREMENTS..... 11

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS..... 14

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS.....16

F RECORDS RETENTION REQUIREMENTS..... 17

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE..... 18

H AWARD DISBURSEMENT..... 19

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL.....20

J NOTIFICATIONS AND PRIOR APPROVALS..... 20

K PROPERTY..... 21

L AMENDMENTS AND CLOSEOUT..... 22

M REMEDIES FOR NONCOMPLIANCE..... 23

N DEBTS..... 24

O NON-DISCRIMINATION REQUIREMENTS..... 24

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS..... 26

Q DRUG FREE WORKPLACE..... 27

R LOBBYING RESTRICTIONS..... 27

S PROCUREMENT..... 29

T RESEARCH INVOLVING HUMAN SUBJECTS..... 30

U ENVIRONMENTAL REQUIREMENTS..... 31

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS..... 32

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISTION AND IMPROVEMENTS TO REAL PROPERTY.....41

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY.....41

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).

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c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient’s obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under

any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities**;**

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal

government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make,

any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of

31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

ii. A change in the persons(s) influencing or attempting to influence; and/or

iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub- contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200— *Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200— *Contract Provisions for Non-Federal Entity Contracts under Federal Awards* .

6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business

enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.

2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in

this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

b. Documentation to support an exemption for the project;

c. Documentation to support deferral for an exemption or IRB review; or

d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.

§1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.

§§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

23. Coral Reef Protection, EO 13089

24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite- minorityinst.html.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6,

2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion.

Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment.

Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

A. Associated with performance under this Award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity* . We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph

a.1 of this Section V.10 through conduct that is either—

i. Associated with performance under this Award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http:// www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds

$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five year period; and

iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of

$5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;

b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 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.